



**CITY OF ROCKVILLE
111 MARYLAND AVENUE
ROCKVILLE, MARYLAND**

INVITATION FOR BID NO. 36-11

**ASPHALT PAVEMENT REHABILITATION
(THIN LIFT OVERLAY)**

SEALED BIDS will be received at the Purchasing Office, City of Rockville, 111 Maryland Avenue, Rockville, Maryland 20850 until **2:00 p.m. EST, TUESDAY, APRIL 19, 2011** at which time they will be publicly opened and read aloud in the Mayor and Council Chambers at the same address.

The bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud in the Mayor and Council Chambers. Note that all times in this Invitation for Bid (IFB) are City of Rockville times.

SCOPE OF WORK

This project is intended to provide for the placement of SHA "SURFACE REHABILITATION" (SR) asphalt material, edge milling and/or curb to curb milling of existing asphalt surfaces, physical adjustment of existing utilities, removal and installation of utility grade adjustment rings to new grade, removal and replacement of speed humps, grinding up existing stop bars and crosswalks (replacement by-others), placement of 2" full depth surface course asphalt and miscellaneous base repairs on a specified list of streets which must be completed within a specific time frame. It is also intended to provide to the Department of PublicWorks, the ability to pave additional streets or alleys, or portions of streets or alleys, or make base repairs to existing streets or alleys at such time and place it is determined to be advantageous for the City to do so. The extent and quantity of paving to be done on these additional streets will be determined by the City at its discretion. The work includes the provision of all supervision, labor, equipment, machinery, supplies, tools and appurtenances to complete all work as specified or directed.

AWARD

The City of Rockville reserves the right to award this contract in whole or in part to the two (2) lowest responsive and responsible bidders as is in the best interest of the City. The quantities listed in the bid document are for bid purposes only and do not indicate an accurate accounting, but will be an approximate estimate of the amount of work intended to be awarded to each successful bidder. Award will be based on funding approved in the City's final budget document as approved by the Mayor and Council in May of 2011.

BID BOND

A certified check or bid bond must accompany bids for five percent (5%) of the amount of the bid made payable to the Mayor and Council of Rockville. An AIA Bid Bond form is acceptable.

AGREEMENT

The successful contractor shall be required to complete a two party standard form of agreement. A sample agreement is attached.

PERFORMANCE AND PAYMENT BONDS

The successful contractor shall provide Performance and Payment bonds in the amount of 100% of the contract price. Sample bond forms are attached.

INSURANCE

All bidders must provide with their bid confirmation (letter) from their insurance carrier of ability obtain insurance certificates, waiver of subrogation and endorsements in accordance with the Insurance Requirements set forth herein.

The successful contractor shall meet all of the insurance requirements contained within this bid document and provide a copy of a current Certificate of Insurance within ten days of the City's request. The City reserves the right to request insurance documents prior to contract award.

SUBMISSION

Bid forms in duplicate, must be submitted in a sealed envelope. Per the example below the face of the envelope shall contain the bid number and title, the name and dress of the bidder, as well as, the date and time of the bid opening.

1. Name of project: ASPHALT PAVEMENT REHABILITATION ON VARIOUS STREETS
2. Name and address of Offerer
3. Bid Number
4. Closing Date

Bid submissions shall be provided in duplicate, except as otherwise noted, and shall include the following:

Bid Proposal Forms – including insurance confirmation letter
 Bid Bond – (1 original only)

Bids are to be addressed and delivered to:

Eileen Morris, Purchasing Manager
 Purchasing Office
 City of Rockville
 111 Maryland Avenue
 Rockville, Maryland 20850

TECHNICAL AND CONTRACTUAL QUESTIONS

Technical and contractual questions pertaining to this IFB may be submitted only via email to Eileen Morris, Purchasing Manager at emorris@rockvillemd.gov. Questions must be received no later than **Friday, April 8, 2011.**

Oral answers to questions or oral comments relative to interpretation of requirements or the Bid process will not be provided and will not be binding on the City. Questions will be answered and will be made available in the form of an addendum.

ADDENDUM

To ensure fair consideration for all Bidders, any interpretation made to prospective Bidders will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed Bidders. Such addendums, if issued, will be posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the respondents responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

BIDDER QUALIFICATIONS

At a minimum, bidders must provide written evidence (through references) of five (5) years prior experience with the scope of work as detailed in the specifications.

The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document. Alternatively the City may request a low Bidder to replace and resubmit qualifications for portions of work being performed by a subcontractor without alteration to the cost proposal.

SUBCONTRACTOR QUALIFICATIONS

If the bidder intends to subcontract any or part of the work, then the bidder must identify and include references for each qualified subcontractor, together with a description of the proposed subcontract work. Written evidence (through references) of subcontractor qualifications to perform the proposed subcontract work must reflect five (5) years prior experience performing such work and shall be included with the bid. This evidence shall be submitted with the bid, or the City, at its discretion, may determine the bid to be unresponsive. A minimum of three references per subcontractor, shall be provided; additional project references may be required to meet all the requirements.

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137.



**CITY OF ROCKVILLE
MARYLAND**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

2. **PRE-BID MEETING** A pre-bid meeting may be held for the purpose of describing the project and for answering any questions prospective bidders may have. If applicable, time and date will be shown on the bid announcement page.

3. **SUBMISSION OF BID** All bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. Envelope shall be clearly marked with the invitation for bid number. The following forms must be submitted:

- Bid proposal page(s) in duplicate
- Non-collusion/non-conviction affidavit
- Bid Bond
- Reference sheet
- Other forms as required in the bid document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

4. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud. Bidders may attend bid openings.

5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

Such addendums, if issued, will be posted at:
<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidders responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

6. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on

the City's website:

<http://www.rockvillemd.gov/business/bids.htm>

7. **ACCEPTANCE OF BIDS** The City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening. Bids may not be withdrawn during that period.

8. **BID WITHDRAWAL** Bids may be withdrawn or modified upon receipt of written request received before the time specified for bid opening. Requests received after bid opening will not be considered.

9. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- j. Such other information as may be secured by the City having a bearing on the decision to award the contract.

10. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive document remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

11. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
12. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.
13. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
14. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.
15. **PROMPT PAYMENT DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts will be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.
16. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
17. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
18. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.
19. **INSPECTION OF THE WORK SITE** Each bidder shall visit the site of the proposed work and become fully acquainted with the

existing conditions and fully informed as to any facility involved, and the difficulties and restrictions attending the performance of this contract. Applicable drawings, technical specifications and contract documents should be thoroughly examined. The successful bidder shall in no way be relieved of any obligation due under the executed contract by the failure to examine any form of legal instrument or to visit the site.

20. **RISK OF LOSS AND CONDITION OF SITE** The City makes no representation and assumes no responsibility for the condition of the site or applicable structures on the site. The contractor shall accept the site and the contents thereon in the condition in which they are represented. Any damages or loss whatsoever while the contract is in effect (whether by reason of fire, theft, breakage or other happenings) shall not relieve the Contractor from any obligations under this contract. The Contractor shall store any materials on site as not to damage the materials and shall maintain such storage areas, as directed by the City, in hazard free condition.

21. **SUBCONTRACTORS** Nothing contained in the contract documents, shall create any contractual relationship between the City and any subcontractor or sub-subcontractor.

Unless otherwise indicated, the successful contractor who will subcontract the delivery, installation, or portion of the work herein described will submit to the Project Manager, prior to the start of work, the following information: 1) A description of the items to be subcontracted, 2) the subcontractor name, address, and telephone number, and 3) the nature and extent of the work utilized during the life of the contract. Subcontractors shall be considered agents of the Contractor, who shall be held fully accountable for all of the subcontractor services, labor, and materials relative to the contract.

22. **BID BOND** Bids must be accompanied by a certified check or bid bond for five percent (5%) of the total amount of the bid, made payable to the Mayor and Council of Rockville. AIA Bond forms are acceptable. Bonds must be issued by a surety licensed to do business in the State of Maryland. Bid bonds will not be returned.
23. **EXECUTION OF AGREEMENT/BONDS** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and Bonds.

Bonds shall be in effect during the original term of the contract and during the guarantee and warranty period required under the Contract, unless otherwise stated therein.

PERFORMANCE BOND The Contractor shall execute and deliver to the City the required Performance Bond for 100% of the bid amount.

PAYMENT BOND For a contract exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to 100% of the bid amount. For a contract exceeding Twenty-Five Thousand Dollars (\$25,000) but not exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to fifty percent (50%) of the bid amount. Bonds shall be executed by a surety company authorized to do business in the State of Maryland.

The successful bidder may request that in lieu of bonds, the City accept the equivalent in the form of a certified check or other security. Such requests will be accepted or rejected by the City Manager. If rejected, the successful bidder will be required to furnish the bonds or forfeit the bid bond. Failure of the successful bidder to execute the agreement and supply the required forms within fifteen (15) calendar days shall constitute a default. The successful bidder shall forfeit to the City as liquidated damages

for such failure or refusal an amount in cash equal to the security deposited with the bid.

The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.

24. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The Contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
25. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
26. **DELIVERY** Time is of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously been overlooked and accepted.
27. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way vitiate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased
- The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the Contract specified quantities without specific written authorization of the Project Manager and it is the Contractor's responsibility to obtain said authorization.
28. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
29. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand

which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.

30. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
31. **TIME OF BEGINNING AND COMPLETION** Unless otherwise stipulated in the bid document, the Contractor shall begin work on the Contract within ten (10) working days after the mailing of a purchase order and shall diligently prosecute the same, so that it shall be fully completed within the time as stated in the contract. The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Contract Officer.
32. **FAILURE TO COMPLETE WORK ON TIME/ LIQUIDATED DAMAGES** The Contractor accepts this contract with the understanding and intention to perform fully and in an acceptable manner within the time stated. Should he fail to complete fully, to all intent and purpose, the work specified in the time specified, or within the time as it may have been extended by the City, the Contractor shall pay, for each calendar day that any work shall remain uncompleted, not including Sundays, the sum of \$400 per calendar day or such other amount as specified in the Special Provisions.. This sum is hereby agreed upon, not as a penalty, but as liquidated damages and the City shall have the right to deduct the amount of such damages from any moneys due the Contractor under this Contract.
- The City shall recover such Liquidated Damages by deducted the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due upon demand by the City.
33. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.
34. **CONTRACT DELAYS/EXTENSION OF TIME** The Contractor shall pursue the contract so as to complete all work within the time allotted in the bid document. The completion date as set in the bid document allows for inclement weather, holidays and coordination with other companies. If the Contractor is delayed in the delivery of the

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS - CONSTRUCTION

supplies, equipment or services by any act of neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be in written notice sent to the Project Manager within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If written notice is not received within the prescribed time the claim shall be forfeited and invalidated.

35. CONTRACT DELAYS - NO DAMAGE CLAIMS ACCEPTED

The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under the contract, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

36. PROGRESS SCHEDULE AND SCHEDULE OF OPERATIONS

The construction of this project will be planned and recorded with an Activities Chart Project Schedule (AC) and Written Narrative (WN) unless specifically determined to be unnecessary by the Project Manager. The AC Project Schedule and Written Narrative will break down, in detail, the time (working days or completion date) involved in performing major construction activities for the duration of the project. The AC Project Schedule shall be used for the coordination and monitoring of major work under the contract including the activities of subcontractors, vendors and suppliers. The AC Project Schedule shall be prepared in accordance with the requirements of the Maryland State Highway Administration Standard Specifications for Construction and Materials dated January 1982, and the errata and addend thereto, subsequent supplement(s) and the Special Provisions as set forth in this Invitation for Bids, unless otherwise directed or approved by the Project Manager. The schedule shall be consistent with the contract specified completion date(s) and/or working days. The Contractor is responsible for preparing the initial AC Project Schedule and Written Narrative.

Preparation of Initial Schedule - Within 10 calendar days after notification that the Contractor is the apparent successful bidder, the Contractor will complete development of a initial AC Project Schedule and Written Narrative (describing the logical time representations as proposed in the AC Project Schedule), and submit 2 (two) copies of each AC and WN to the Project Manager for review and approval.

Updating Project Schedule: At any time that it becomes apparent the schedule, created as above and approved by the Project Manager, is not being implemented, either because the work or service is ahead or behind schedule, the Contractor shall immediately notify the Project Manager and shall submit a revised, written, updated AC and WN for the Project Manager's review, revision and approval. The contractor shall make every effort to meet the original completion date and/or working days allowed unless otherwise so directed by the Project Manager.

Payment for Schedule AC/WN: No special compensation will be paid for preparing or revising the above project AC/WN as the

cost shall be considered incidental to the contract with compensation incorporated into the bid items(s).

37. **SPECIFICATIONS** The Construction Specifications for this contract will be those shown below and additions included in the bid document, if applicable. In the event of conflict, the City determination shall govern. The following specifications and standards, listed below, including all subsequent addenda, amendments and errata are made part of this contract to the extent required by the references thereto:

1. Maryland Department of Transportation, State Highway Administration, "Standard Specifications for Construction and Materials" (Maryland Department of Transportation, State Highway Administration), dated January 2008 and all errata and addenda thereto. MDSHA Book of Standards for Highway and Incidental Structures.
2. Montgomery County Department of Transportation, "Montgomery County Road Construction Code and Standard Specifications,"
3. Standard Specifications of WSSC dated July 2005.
4. Montgomery County Department of Transportation, "Design Standards." August 1991.
5. Maryland Dept of the Environment "1994 Standards and Specifications Soil Erosion and Sediment Control"
6. The U. S. Department of Transportation, Federal Highway Administration, "Manual on Uniform Traffic Control Devices" latest edition.
7. Montgomery County Noise Ordinance

38. **CONTRACT DOCUMENTS** The contract documents are complementary and what is required by any one shall be binding as if required by all. Words and abbreviations that have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings. On drawings, the figured dimensions shall govern in the case of discrepancy between the scales and figures. Anything shown on the construction plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans shall have the same effect as if shown or mentioned respectively in both.

Prior to bidding, the Contractor should obtain clarification of all questions which may have arisen as to intent of the contract document, or any actual conflict between items in the contract documents. Should the Contractor have fail to obtain such clarification, then the City may direct that the work proceed by any method indicated, specified or required, in the judgment of the City, by the contract documents. Such direction by the City shall not constitute the basis for a claim for extra costs by the Contractor. The Contractor acknowledges that he had the opportunity to request clarification prior to submitted his bid to the City and that he is not entitled to a claim for extra cost as a result of failure to receive such clarification.

Any discrepancies which may be discovered during the execution of work between actual conditions and those represented by the contract documents shall be reported to the City and work shall not proceed until written instruction has been received by the contractor from the City.

39. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Contract Officer. Any questions concerning the technical specifications and drawings shall be directed in writing to the Project Manager. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.

40. **PRE-CONSTRUCTION CONFERENCE** A pre-construction conference may be held following contract award. The meeting must be attended by the Contractor. No compensation will be made by the City to the Contractor for meetings.
41. **EMERGENCY CONTACT** The Contractor shall provide at least two local telephone numbers which may be used for contacting an official of the Contractor at all times, 24 hours per day, seven days per week: at which numbers person(s) of responsibility will be available to respond to City directives relative to the contract. The Contractor shall have available sufficient personnel and equipment to immediately respond to emergency needs, as determined by the City. There will be no special compensation paid for this requirement but the cost is to be considered incidental to the other contract pay items.
42. **SUPERVISION AND DIRECTION OF WORK** The work shall be under the general supervision of the Project Manager. While it is intended that the Contractor shall be allowed in general to carry on the contract in accordance with such general plan as may appear to the Contractor most desirable, the Project Manager, at the Project Manager's discretion, may from time to time, direct the order in which, and points at which, the work shall be prosecuted and may exercise such general control over the conduct of the work at a time or place, as shall be required, in the Project Manager's opinion, to safeguard the interests of the City, and the Contractor shall have no claims for damages or extra compensation on account of the fact that it shall have been necessary to carry on the work in different sequence from that which the Contractor may have contemplated. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, but nothing herein contained shall be considered such an assumption of control over the work by the City or the Project Manager as to relieve the Contractor of any obligations or liabilities under the contract
43. **INSPECTION** Work and materials will be inspected promptly to see that the same strictly correspond with the drawings and specifications, but if, for any reason, delay should occur in connection with such inspection, the Contractor shall have thereby no claim for damages or extra compensation. Materials and workmanship shall be always subject to the approval of the Project Manager, but no inspection, approval or acceptance of any part of the work or of the materials used therein, nor any payment on account thereof shall prevent the rejection of said materials or work at any time thereafter, should said work or materials be found to be defective or not in accordance with the requirements of the contract. Any costs for any "re-inspection" of the job shall be the responsibility of the contractor.
44. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
45. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
46. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager

shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.

47. **NON-WORK DAY** The City observes the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day, all days of general and congressional elections throughout the State, and a five-day work week.

The Contractor will not be permitted to do any work which requires the services of the City's inspection, supervisory or line and grade forces on the days on which the above mentioned holidays are observed by the City or on Saturdays or Sundays, unless otherwise authorized by the Project Manager in writing. However, the Contractor, with verbal permission of the Project Manager, may be permitted to perform clean up and such other items for which no specific payment is involved on Saturdays and holidays.

The normal number of working hours per day on this Contract will be limited to eight, unless otherwise authorized by the Project Manager in writing.

In case of an emergency, which may require the services of the City on Saturdays, Sundays, holidays or longer than eight hours per day, the Contractor shall request permission of the Project Manager to work. If, in the opinion of the Project Manager the emergency is bona fide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Project Manager, a bona fide emergency exists, the Project Manager may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not.

48. **LANGUAGE** The Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
49. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
50. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices setting forth the provisions of this nondiscrimination clause

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

51. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

52. **DRAWINGS TO BE FOLLOWED** The approved drawings, profiles and cross sections on file with the City will show the location, details and dimensions of the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications. Any deviations from the drawings or specifications as may be required by the exigencies of construction in all cases will be determined by the Project Manager. There shall be no such deviations without the written authorization of the Project Manager. On all drawings, etc., the figured dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the drawings or specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the drawings as construed by the Project Manager whose decision shall be final.

53. **CERTIFICATION** Under no circumstances will Contractors be paid for materials utilized on any City contract unless certified to by the Project Manager. The Contractor must not incorporate any materials into a City project without prior authorization and certification of the Project Manager, unless necessary to eliminate or avoid hazardous conditions. Under these emergency circumstances the responsibility for notification to the Project Manager and quantity/quality confirmation rests with the Contractor and must be obtained within 24 hours of the work.

54. **DECISIONS AND EXPLANATIONS BY PROJECT MANAGER** The Project Manager shall make all necessary explanations as to the meaning and intent of the specifications and drawings, and shall give all orders and directions, either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. Should there be any discrepancies or should any misunderstanding arise as to the intent of anything contained in the drawings and

specifications, the decision of the Project Manager shall be final and binding. The Project Manager shall in all cases determine the amount, quality, acceptability and estimates of the work to be paid for under the Contract, and shall decide all questions in relation to the work. In case any questions arise between parties relating to the Contract, such decision and estimate shall be a condition precedent to the right of the Contractor to receive payment under that part of the Contract which is in dispute.

55. **WORK TO BE DONE AND MATERIALS TO BE FURNISHED**

The Contractor shall do all the work and furnish all the labor, materials, tools, and equipment necessary or proper for performing the work required by the Contract, in the manner called for by the drawings and specifications and within the Contract time. The Contractor shall complete the entire work together with such extra work as may be required, at the prices fixed therefore, to the satisfaction of the Project Manager and in accordance with the specifications and drawings.

56. **NOTIFICATION TO OTHER AGENCIES** The Contractor will be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon Comcast Cable, Transcontinental Gas, City of Rockville Utilities Division, Montgomery County Government, State Highway Administration and the Washington Suburban Sanitary Commission. The Contractor must notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours and no more than 5 working days prior to removal of any pavement or beginning any excavation. There shall be no measurement or direct payment to the Contractor for such notification, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly.

57. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.

58. **EXCAVATION** Unless specifically provided in the specifications, all trench and roadway excavation is hereby unclassified as to the character of materials. The lump sum or unit price, as specified, for or including excavation shall constitute full payment for removal and disposal of all materials, regardless of type, encountered in trenching and roadway excavation, within the limits of this Contract, as necessary and as shown to be removed on the Contract drawings and/or as directed by the Project Manager, except as otherwise provided for under this Contract. All bidders are hereby directed to familiarize themselves with all site conditions including subsurface and the proximity of adjacent features.

59. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation

for whom it was intended if delivered or sent by registered or certified mail to the last known address.

60. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

61. **CARE AND PROTECTION OF WORK** From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause, shall be made good by the Contractor at the Contractor's own expense, before the final estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as completed work.
62. **ABANDONMENT OF OR DELAY IN WORK** If the work under the Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by Contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the Contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the Contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the City's workmen.
63. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

64. **NO WAIVER OF CONTRACT** Neither the acceptance by the City or its Project Manager nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City or its Project Manager shall operate as a waiver of any portion of the Contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
65. **DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES** The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.
66. **IMPLIED WORK** All incidental work required by the drawings or specifications for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included in the Contract, and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation. The intent is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the contract documents together with any authorized alterations, special provisions and supplemental agreements.
67. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the Project Manager according to the specifications and drawings, and the working lines that may be given. No allowance will be made for any excess above the quantities required by the specifications, drawings and lines on any part of the work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in measurement.
68. **EXTRA COSTS** If the contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
69. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the Contract for use when and as directed by the Project Manager. These items shown on the Plans or in the specifications are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Project Manager without negotiation. The Contractor shall submit no claim against the City for any adjustment to the Contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications. Materials, Construction Requirements and Basis of Payment shall be as specified elsewhere in the Specifications, Plans or Special Provisions.
70. **CHANGES IN THE SCOPE OR EXTRA WORK** The City, without invalidating the contract, may issue written changes in the work consisting of additions, deletions, or modifications with the contract sum and completion date being adjusted accordingly. All such changes, or additional work must be authorized in writing by the Contract Officer prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field

office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

The Contractor shall do all work that may be required to complete the work contemplated at the unit prices bid or at a lump sum price to be mutually agreed upon.

The Contractor shall perform extra work, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the work as contemplated, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. Where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Project Manager may order the Contractor to do such work on a force account basis, which will be paid for as follows.

71. **FORCE ACCOUNT WORK** When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the City and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the City may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:

- A. **Labor.** For all labor and for foremen in direct charge of the specific operations the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.
- B. **Materials.** For materials accepted by the Project Manager and incorporated into the project, the Contractor shall receive the actual cost of such materials, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth). Excess materials delivered to the job site and not incorporated into the project will not be paid for and it is the Contractor's responsibility to remove said excess material from the job site.
- C. **Equipment.** For any machinery or special equipment (other than small equipment tools, whether rented or owned), the use of which has been authorized in writing, by the Project Manager the Contractor shall receive the rates agreed upon in writing before such work is begun which price shall include fuel, oil and miscellaneous necessities, or the Contractor shall receive those rates which may be specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of \$1000 or less will be considered small tools and equipment.
- D. **Materials and Supplies Not Incorporated in the Work.** For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Project Manager, the Contractor shall receive the actual cost of such materials and supplies used.
- E. **Subcontractors.** The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost is to be determined as in A., B., C., and D. above, plus the fixed fee for overhead and profit allowance computed as in G.
- F. **Superintendence.** No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided

G. **Contractor's Fixed Fee.** The procurement officer and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this specification by his force and by his subcontractors. The City shall pay 10 percent of A as compensation for overhead and profit for the work performed. The Contractor shall proceed diligently with the performance of the force account work to completion. The Contractor's fixed fee shall include an amount equal to the sum of 65 percent of A, which shall include, but not be limited to the following:

- (1) Compensation for all costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that may be required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed in the work; and
- (2) Bond premiums, property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the force account work.

In addition, the Contractor's fixed fee may include an amount not to exceed 10 percent of B, unless specifically authorized by the Project Manager in advance of the work; 5 percent of D, and 5 percent of E with the exception of that portion chargeable to equipment as defined above.

H. **Compensation.** The compensation as set forth above shall be received by the Contractor as payment in full for change order work done on a force account basis. At the end of each day, the Contractor's representatives and the Project Manager, shall compare records of the cost of work as ordered on a force account basis. Differences shall be immediately resolved and any unresolved difference shall be brought to the attention of the Project Manager by written notice from the Contractor within two working days of the occurrence.

I. **Statements.** No payment will be made for work performed on a force account basis until the Contractor furnishes the Project Manager duplicate itemized statements of the cost of such force account work detailed as to the following:

- (1) Name, classification, date, daily hours, total hours, rate, and extension for such workmen. Contractor shall provide certified payrolls
- (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment. Contractor shall provide original receipted invoices.
- (3) Quantities of materials, prices and extensions. Contractor shall provide original receipted invoices.
- (4) Transportation of materials. Contractor shall provide original receipted invoices.

If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost. Any request for payment under this Section should be submitted in the order outlined by the above.

The Contractor shall be responsible for all damages resulting from work done on a force-account basis, the same as if this work had been included in the original Contract.

Work performed without previous written order by the Project Manager will not be paid.

72. **ALLOWANCES** Whenever an allowance is mentioned in the specifications, then the contractor shall include in his contract sum the entire amount of such specified allowances. The expenditure of these allowances is to be at the Purchasing Manager's direction. However, the allowance expenditure is limited to items properly inferable from the title and description of the allowance. Unexpended balances are to be credited to the City. Compensation payable to the contractor for expenditure of allowances directed by the Purchasing Manager shall be based on the cost to the contractor as shown by actual invoices or receipts, and no additional overhead or profit shall be payable to the contractor for such allowances.

73. **PROGRESS PAYMENTS AND RETAINAGE** The Contractor shall submit a detailed application for payment on a monthly basis, preferable on an AIA G702 form. Such application for payment, notarized, if required, must be accompanied by supporting data and documents substantiating the Contractor's right to payment and reflecting a five percent (5%) retainage.

Applications for payment shall not include payment for equipment or materials delivered to the site but not installed or for materials or equipment properly stored off-site unless specifically approved by the Project Manager. If such approval is granted, the Contractor must submit with the application for payment, bills of sale or other such documentation satisfactory to the City to establish the City's title to such materials or equipment or otherwise to protect the City's interest, including applicable insurance and transportation to the site for materials and equipment stored off site. Such approvals are typically reserved for "big ticket" items that individually would exceed five percent (5%) of the bid total. The Contractor shall promptly pay each subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said subcontractor is entitled, reflecting any percentage retained from payments to the Contractor on account of each subcontractors work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make prompt payments to his subcontractors in a similar manner.

The City shall be under no obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

No Certificate of Payment nor partial or entire use of the facility by the City shall constitute an acceptance of any work which is not in accordance with the Contract Documents.

Payments Withheld – The City may decline to certify payment or because of subsequently discovered evidence or observations, nullify the whole or any part of any Certification of Payment previously issued, as may be necessary to protect the City from loss because of: (1) defective work not remedied, (2) third party claim filed or evidence indicating probable filing of such claim, (3) failure of the Contractor to make payments properly to subcontractors or suppliers, (4) reasonable evidence that the work can not be completed for the unpaid balance of the contract sum, (5) reasonable evidence that the work will not be completed within the Contract time, (6) persistent failure to carry out the work.

74. **FINAL PAYMENT REQUEST** Upon reaching substantial completion, as defined by receipt of occupancy permit, the Contractor may submit a written Application for Final Payment. All

supporting documentation and data shall be submitted with the Request for Final Payment as is applicable to the monthly Requests for Payment referenced heretofore.

Out of the amount representing the total of the final payment request the City shall deduct five (5%) percent, which shall be in addition to any and all other amounts which, under the Contract, it is entitled or required to retain and shall hold said sum for a period of one hundred and twenty (120) days after the date of acceptance of the work by the City.

Within thirty (30) days after the approval of the final payment request, the City will pay to the Contractor the amount remaining after deducting from the total amount of the final estimate all such sums as have hereto before been paid to the Contractor under the provision of the Contract and also such amounts as the City has or may be authorized under the Contract to reserve or retain.

Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager:

1. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or his property might in any way be responsible, have been paid.
2. Consent of surety to final payment, and
3. If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract;
4. All punch list items are completed to the satisfaction of the Project Manager.

If any subcontractor refuses to furnish a release or waiver of liens required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney fees.

Acceptance by the Contractor of final payment shall operate as a release to the Mayor and Council and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the contract.

75. **RELEASE OF RETAINAGE** Upon the expiration of the aforesaid period of one hundred and twenty (120) days succeeding the date of acceptance, the City will pay to the Contractor all sums reserved or retained, less such amount as it may be empowered under the provisions of the Contract to retain.
76. **GUARANTEES / WARRANTIES** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made. The Contractor guarantees that the items conform to the contract documents. The Contractor further guarantees intended purpose or use as far as the Contractor knows or has reason to know.
77. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this Contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to Owner, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the Project Manager, signify his intention in writing or in action to correct work, as described above, then the Project Manager may proceed with the work and charge the cost thereof to the account of the Contract as herein before provided.

78. **Substantial Completion.** Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the City can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the City. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor shall make written request for an inspection for substantial completion. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the City and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of a document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

79. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment covered by the Application for Payment will pass to the City either by incorporation in construction or upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any person performing the work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other persons.
80. **USE OF PREMISES** Whenever, in the opinion of the Project Manager, any portion of the work is completed or is in an acceptable condition for use, it shall be used for the purpose it was intended, however, such use shall not be held as acceptance of that portion of the work, or as a waiver of any of the provisions of the Contract.
81. **DETERMINATION OF CITY'S LIABILITY** The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
82. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

83. **PRESERVATION OF MONUMENTS AND TREES** The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs, markers, fences, and curbs or other appurtenances, and shall use every precaution to prevent damage or injury thereto. Any expense necessary to provide adequate protection, whether such designated item be on or off the right-of-way, shall be assumed by the Contractor.
84. **PUBLIC ACCESS** The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience and safety of the general public and the residents along the improvement shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times. Handicap access shall remain accessible.
85. **HAZARDOUS AND TOXIC SUBSTANCES** Manufacturers and distributors are required by Federal "Hazard Communication" provision (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the City with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with the delivery of goods.
86. **MAINTENANCE OF VEHICULAR TRAFFIC (if applicable)** Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Project Manager shall have the exclusive right to order a road to be closed or to remain open. No equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager's review, revision, and approval, at least ten days before beginning work, unless otherwise directed.

All Traffic Control Devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition (and all revisions). With the approved TCP implemented, the Contractor will be permitted to work with the following provisions: All traffic lanes must be restored at the end of each day unless specifically authorized otherwise, in advance, by the Project Manager:

The City reserves the right to modify or expand on the methods of traffic control specified and to restrict working hours if, in the opinion of the Project Manager, the Contractor's operations are a detriment to traffic during rush hour periods.

Signs on fixed supports shall be mounted on two posts. Signs mounted on portable supports are suitable for temporary conditions. During periods of partial shutdown, or extended periods when no work is being performed, the Contractor shall remove or adequately cover all construction signs as directed by the Project Manager.

The Contractor shall be responsible for removing, storing, covering, and resetting all existing traffic signs and delineators that become inapplicable and will confuse traffic during the various stages of construction, the cost of which shall be included in the price for Maintenance of Traffic or in the absence of such a pay item it shall be accomplished at no additional compensation,

as incidental to the contract. Any signs lost or damaged will be replaced by the Contractor at its expense.

The Contractor shall provide, maintain in new condition, and move when necessary or directed all traffic control devices used for the guidance and protection of vehicles.

The Contractor shall be responsible for providing the appropriate signs to reflect varying traffic patterns prior to the commencement of a new stage of construction.

Traffic must be safely maintained at all times throughout the entire length of the project. No additional compensation shall be paid to the contractor for traffic maintenance, even if the contract time exceeds the contractually specified completion date or working days.

When required lane shifts are implemented, existing painted lane markings no longer applicable shall be removed to the satisfaction of the Project Manager.

Temporary crash cushions are to be installed as shown on the Plans. Unless otherwise specified, sand containers shall be used. The crash cushions shall conform to Subsection 104.10 of the MDSA Specifications.

Crash cushions shall be reset to reflect changing traffic patterns caused by different stages of Traffic Control. The crash cushions shall be reset at locations shown on the Plans or as directed by the Project Manager.

Should any of the sand container components be damaged during the resetting of the system or during the course of the project, the Contractor shall replace the damaged components at its own expense.

The Contractor shall have flaggers on this Project for the purpose of controlling traffic while maneuvering heavy equipment. This may require a temporary lane closure in any of the specified Traffic Control Phases. These temporary lane shutdowns shall be kept to a minimum and the normal traffic pattern for the Traffic Phase shall be restored as quickly as possible. The Contractor shall comply with Section B-20 of the MUTCD regarding flagger signing.

Prior to stopping work each day the Contractor will be required to reshape all graded areas and eliminate all drop-offs not protected by barriers by filling with compacted stone at maximum of 8:1 slope.

All barriers and barricades shall be adequately illuminated at night, as specified herein, and all lights for this purpose shall be kept operative from sunset to sunrise.

No work shall be commenced in any stage of construction until the barriers and barricades for that stage, indicated on the Plans, or as specified by the Project Manager, are completely in place. The Contractor will be solely responsible for all accidents and damages to any persons and property resulting from its operations. Compliance with prescribed precautions contained herein or in the MDSA Specifications or Manual On Uniform Traffic and Control shall not relieve the Contractor of its primary responsibility to take all necessary measures to protect and safeguard the work, nor relieve the Contractor from any responsibilities prescribed by GP-7 of the January 2001 MDSA Standard Specifications for Construction and Materials.

The Contractor shall notify and obtain approval in writing from the Project Manager, at least 48 hours before changing any Traffic Control Phase.

Any construction materials or debris dropped on the roadway surface shall be removed immediately to avoid possible hazardous conditions.

Materials The Contractor shall provide, maintain in first class condition, replace and move when necessary or directed all materials, devices, flagging, etc., required to maintain traffic in accordance with the Traffic Control Plans or as directed by the Project Manager. Reference is made to the latest edition of the MUTCD, wherein all such items are fully described with regard to use, application, warranties, size, color, placement, etc., and wherein typical traffic control device layouts are shown, as all such devices and techniques planned for use on this project shall strictly conform to the Manual's request except as noted on the Plans.

When any of the following items have been established on the Plans or as directed by the Project Manager, the Specifications will be adhered to in accordance with the respective sections.

Lights, Warnings, Etc. - All banners and imitation barrels shall be adequately illuminated at night, and all lights for this purpose shall be kept operative from sunset to sunrise.

Steady burning warning lights shall be used to delineate channelization through and around obstructions in a construction or maintenance area, on detour curves, on lane closures, and in other similar conditions (MUTCD 6E-4, 6E-5). Flashing warning lights shall be the means for identifying a particular and individual hazard and shall not be used in sequence, in clusters, or for delineation (MUTCD: 6E-5, 6E-6).

Where noted on the plans the first two (2) warning signs shall include a "High Level Warning Device." In addition to the flags the signs shall also be equipped with a Type "B" High Intensity Flag Warning Light. This device must meet the requirements of MUTCD 6C-11 and 6E-5. The device shall be incidental to the Temporary Traffic Sign item if provided for, otherwise the costs shall be considered incidental and no special compensation will be paid.

Barriers: Temporary concrete barriers shall be installed on the roadway approaches as shown on the plans or as approved in writing.

Any permanent facilities damaged as a result of anchoring temporary concrete barriers (anchor holes, etc.) shall be repaired to the satisfaction of the Project Manager using an epoxy grout or other material as may be specified by the Project Manager. Epoxy grout shall consist of sand and epoxy, mixed by volume according to manufacturer's recommendations.

Method of Measurement and Basis of Payment: All work and materials required under the TCP not covered or specified as a pay item on the price proposal form will be included in the lump sum price bid for Maintenance of Traffic. In the absence of such an item the Contractor agrees that there will be no special compensation paid for maintenance of vehicular traffic as described above and the cost shall be considered incidental to the contract and compensated as part of other contract bid item(s).

87. **PARKING, STORAGE AND STAGING AREAS** Parking, storage and staging areas for the Contractor's use during the Project must have prior approval of the Project Manager. All areas used for storage of equipment or material shall be restored to their original condition, immediately upon completion of the work. No additional compensation will be provided for restoring, re-grading, placement of topsoil, and seed and mulch in these areas.
88. **PEDESTRIAN TRAFFIC** Pedestrians shall be safeguarded by the use of signs lights, barricades and barriers as shown on the traffic control plan and/or directed by the Project Manager.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS - CONSTRUCTION

Pedestrian traffic shall be maintained at all times unless specifically authorized otherwise, in advance, by the Project Manager. The Contractor shall submit a pedestrian traffic safety plan in accordance with the MUTCD, incorporating safety measures and other provisions to fully implement the intent of this paragraph. All work and materials required to prepare and implement the pedestrian traffic safety plan shall be considered incidental to the contract and there shall be no special compensation paid for this item unless special pay items are included in the Price Proposal page. No additional compensation shall be paid for maintenance of vehicular and pedestrian traffic if for whatever reason the project time extends beyond the contract specified completion date or working days.

89. **HANDICAP ACCESS** Where handicap access exists within the line of work under this contract it will be the contractor's responsibility to maintain said access during the life of this contract. This service is considered to be incidental to this contract and no special compensation will be paid for this service unless provided on the Price Proposal page.
90. **TOILET FACILITIES** Toilet facilities meeting MOSHA standards shall be provided at the job site for all projects exceeding \$100,000 in value and at all other job sites when directed by the City. No special compensation shall be paid unless specifically provided for in the Price Proposal page of this contract.
91. **STAKEOUT-CONSTRUCTION CONTROL** Survey construction control provided by the City shall be limited to the baseline with stations not over 100 feet, and the elevation of the top of each marked point. P.C.s, P.T.s, P.I.s, P.V.T.s, and at least one point on the tangent beyond the end of each curve will be staked. The Contractor shall request baseline stakeout a minimum of five days in advance of construction. Stakeout data other than stated above will be furnished by the construction Contractor per MDSHA Section 815 for structures, otherwise per WSSC specs. section 01000(H) and as described in detail below and in these specifications. The City's responsibility for stakeout for the entire project shall be limited to that data described above and this shall be provided only once. The Contractor shall preserve or otherwise ensure adequate survey controls exist throughout the life of the contract.

Surveys and stakeout shall be accomplished by the Contractor as outlined above and in conformance with WSSC specifications Section 01000-10-I I(H), entitled "Construction Stakeout By Contractor."

The provisions therein are primarily for pipeline stakeout. The Contractor's responsibilities under this contract are hereby expanded to include, in addition to pipeline stakeout, similar responsibilities for all phases of stakeout necessary to construct all facilities under this contract including but not limited to clearing and grubbing excavation, pavement, curbs and gutters, storm drainage pipes and facilities, culverts, structures, storm water management facilities, street lights, traffic signal conduits and components, noise walls, retaining walls, ditches and sediment control features.

The stakeout and survey record data shall be preserved and turned over to the City for filing following completion of specific components of work.

Method of Measurement and Payment Generally, stakeout shall be considered incidental to the contract and no special compensation shall be paid, unless a specific pay item is included in the contract Price Proposal page of this contract. Where payment is provided, progress payments for stakeout shall be made based on the percentage resulting from the price bid for stakeout divided by the total bid, multiplied by the monthly payment exclusive of the stakeout payment, except the final

payment shall be adjusted as necessary to equal the total price bid for stakeout.

Grade Sheet by Contractor: Grade sheets showing hub and design elevations for roadway, water mains, drainage structures and piping, walks, lights, infiltration facilities clearing/grubbing, excavation, and related components will be provided by the construction Contractor at least 8 hours in advance of construction and will be subject to approval by the Project Manager. Stakeout for curb and gutter in all vertical and horizontal curves is to be at intervals of 25 feet or less unless otherwise specifically authorized by the Project Manager. This work is considered incidental to the contract and no extra compensation will be paid.

92. **BURNING DEBRIS NOT ALLOWED** Under no circumstance will any open fires be permitted within the City of Rockville. All debris will be removed and hauled from site (except when otherwise specifically authorized in the bid document) and disposed in accordance with Local, State and Federal laws in effect at the disposal site. No special compensation will be paid as all costs for off-site disposal shall be included in the applicable bid prices and considered incidental to the contract.
93. **CLEAN UP** In addition to any provisions regarding clean up in the bid document, clean up, including the restoration of areas of construction, shall proceed as quickly as is practicable. The period between construction and final clean up shall normally not exceed one week. If at any time during the course of the work the cleaning operation in any given area becomes delinquent in the opinion of the Project Manager he may order that construction be stopped until such cleaning is completed. Any such order shall not extend the Final Completion date under this contract. Unless otherwise indicated, all materials razed, demolished, or otherwise removed from the work site shall become the property of the Contractor and shall be disposed of legally and properly off site at his expense.

Upon Final Completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the street, footways, lawns, and adjacent property, all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall leave the work area in a neat and presentable condition throughout the entire length of the project under contract.

If the Contractor fails to clean up at Final Completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured

are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

SPECIAL PROVISIONS

1. GENERAL

These Special Provisions are hereby made a part of the contract. In case of conflict with the General Provisions of other agencies or governmental specifications related herein including the General Specifications for the City of Rockville, these Special Provisions shall govern.

City of Rockville, Standards and Details for Construction are hereby made a part of this contract document. The Bidder must be familiar with any and all construction details and written specifications and requirements contained therein.

2. CONTRACT TERM

The initial period of the contract shall be from award through June 30, 2012. The City retains the right to extend the contract for one (1) additional 1-year period from July 1, 2012 thru June 30, 2013.

Multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Mayor and Council of Rockville. In the event that the Mayor and Council do not grant necessary funding appropriation, then the affected multiyear contracts becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

3. PRICE ADJUSTEMENTS

Prices, as quoted, shall remain firm the initial contract period except as allowed under item no. 19. HOT MIX ASPHALT PAVEMENT below.

A request for price adjustment after the initial contract term is subject to approval or rejection by the City. A request for price adjustment from a contractor will not be approved unless the contractor submits to the City sufficient justification to support the request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington, DC Metropolitan Area by the United States Department of Labor's Bureau of Labor Statistics for the specific commodity or service group being provide by the contractor under this contract. The request for the increase must be accompanied with supporting documentation justifying the requested price adjustment. A price increase, if approved, shall be effective sixty (60) days from the date of receipt of the contractor's request .

4. CONTRACT DOCUMENTS

In addition to the requirements of GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, in the case of the need for interpretation, the Contract Documents shall be given precedence in the following order:

- Change Orders
- Addenda
- Special Provisions
- Technical Specifications
- GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (City of Rockville)
- Conditions and/or requirements of any issued Permits
- Standard Details
- City of Rockville Standard Details

Any Requests for Information (RFI's) must be reviewed and approved in writing by the City and/or other permitting or authorizing agency.

5. **BID SUBMITTAL**

In addition to the documents required to be submitted as specified in the "General Conditions and Instructions to Bidders" section of this document, the bidder must submit, with the bid package, the name and address of the asphalt material supplier proposed for work under this contract. The Bidder shall also include a preliminary schedule of the work, listing the proposed start date, completion date, the streets in order of their work dates and any streets identified as being done at night or on weekends.

6. **SPECIFICATIONS**

All materials, equipment, tools, plants, processes and procedures supplied or intended for use on this project shall conform to the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, dated July 2008 and all addenda thereto. In the case of any conflicts between the State Specifications and these Special Provisions, these Special Provisions will govern.

7. **PROJECT SCHEDULE**

The contractually specified completion date and time shown herein below is to be strictly adhered to unless authorized or directed otherwise in writing by the Chief, Construction Management Division. The completion date, where specified, has an allowance for inclement weather and holidays. Time extensions for unusual conditions causing project delays not covered in these special provisions will be subject to the conditions covered under the general specifications; however, no compensation above that indicated herein for specific items shall be paid to the Contractor for any delay, regardless of the source of delay.

8. **POSTING PARKING RESTRICTION SIGNS**

The Contractor shall be responsible for furnishing adequate personnel, equipment and sign stakes as necessary to post City furnished parking restriction signs a minimum of 48 hours and no more than 72 hours in advance of the actual paving or other operation for that particular portion of each street. The Contractor shall coordinate the schedule in advance with the City and shall mark the signs with the appropriate restriction dates. Parking may not be restricted for more than three consecutive dates without prior written City approval. Towing of parked vehicles shall be the responsibility of the City Inspector only. **Vehicles will not be towed unless the City Inspector has verified that the proper parking restriction signs were posted a minimum of 48 hours, and no more than 72 hours in advance.** The Contractor shall be responsible for revising the dates on the signs in the event of delays in the schedule and for the prompt removal of the signs when the paving operation is complete. The signing operation shall be closely coordinated with the City Inspector and no signs shall be marked, posted, revised, reposted, or removed without the City Inspectors advanced authorization. Signs and stakes shall be carefully removed and revised and reused until otherwise authorized by the City Inspector.

Stakes shall be a minimum of 1" x 2", five feet long, driven a minimum of 12" into the ground or until stable.

Signs must be spaced no more than 40 feet apart. Where street trees exist and it is determined that their use will not damage the tree, the signs shall be placed approximately four feet above the ground. Where no street trees are available, signs must be placed on stakes provided by and installed by the Contractor. Black waterproof indelible markers shall be provided and used by the Contractor and numbers shall be large and legible.

No special compensation shall be paid to the Contractor for the posting of the no parking signs and shall be considered incidental to the price bid for the paving operation.

9. **SCHEDULE**

In addition to the schedule required to be submitted with the bid package, the Contractor shall provide an updated schedule at the pre-construction meeting or at such time as directed by the City Inspector. In addition, the contractor shall update the schedule daily with the City Inspector to facilitate timely installation of the “no-parking” signs. **The Contractor must follow the general order of the streets as listed in the contract documents so that repairs by others may be coordinated.**

10. **TRAFFIC CONTROL**

The Contractor shall provide a written traffic control plan to the City Inspector and it shall be approved in writing prior to commencement of the work. The plan shall be in compliance with the MUTCD.

11. **VARIABLE MESSAGE BOARDS**

The contractor shall provide at least two (2) variable message boards in advance of construction on all major streets to warn drivers of the pending work. The signs shall be installed and operating at least 1 full week (7 calendar days) in advance of the work. The placement, location, and message content shall be reviewed with the City inspector prior to placement of the signs.

The price bid per day for each VMS shall be full compensation for all labor, parts, maintenance, tools, supplies and appurtenances necessary to deliver, operate and maintain the signs in a safe manner with uninterrupted service for the full time the sign is intended to be used.

12. **ACCESS TO DRIVEWAYS**

The Contractor shall maintain access to all public, private, residential or commercial driveways at all times unless specifically approved in advance by the City Inspector.

13. **SAMPLING/TESTING OF MATERIALS**

A Montgomery County Certified Asphalt Plant must provide all asphalt supplied for this contract. Mix designs for the various types of material to be supplied must be submitted to the City Inspector a minimum of 14 calendar days before beginning work. Under no circumstances will the contractor be allowed to begin supplying asphalt for this contract without the City and the Contractor having received written approval of the mix designs from the Montgomery County Materials Testing Laboratory. The Contractor shall deliver to the Montgomery County Lab, a box sample of each type of asphalt material to be supplied each day. The box sample must be taken and delivered, by contractors personnel, to the Montgomery County Testing Lab no later than the dispatch time of the third (3rd) truck filled for delivery each day. If the box sample fails to be delivered by the arrival of the third (3rd) truck to the work location, any material laid down prior to that time will be subject to complete removal and replacement at the Contractors expense. Any box sample failing testing by the County Lab will cause that days placed asphalt to be completely removed and replaced at the Contractors expense.

14. **DAILY CLEANUP**

The Contractor shall clean every street upon which any work has been performed under this contract on a daily basis. The cleanup shall be accomplished by use of a vacuum assisted sweeper truck, manual (push) broom sweeping or other method as directed and or approved by the City Inspector. Under no circumstance shall the contractor use compressed air or jet water sprays for cleanup purposes.

15. **WARRANTY WORK**

The Contractor shall warrant the asphalt material supplied, the hardware supplied, workmanship and the methods used for the installation and application of same for one full year period beginning with written acceptance by the City of the completed paving project. Failure to make warranted repairs as directed shall be cause for the City to contact the Contractors performance bond supplier.

16. **HOOR OF OPERATION**

Unless otherwise approved by the Chief, Construction Management Division in writing, the hours of work shall be limited to between 7:00 a.m. and 5:00 p.m. Monday through Friday for all secondary streets and 9:00 a.m. to 4:00 p.m. for all major streets. (see street list at the end of this document). Such work must comply with the noise ordinance requirements for Montgomery County. A copy of a document entitled the Montgomery County Construction Noise Control is included in Appendix A.

No payment will be made for any asphalt or other materials placed after the designated stop time on weekdays. Longer work hours, weekend work and/or night-time paving may be considered only on high volume, Industrial or Commercial streets if there is no impact to adjoining residential areas. **The Bidder must submit a preliminary schedule with the bid package and indicate which, if any, streets they would like to be paved at night or on weekends.** Hours of work will be limited to comply with the Montgomery County Noise Ordinance. Any required waiver to the County Noise ordinance is the sole responsibility of the Bidder and the schedule required for such a waiver should be reviewed by the bidder before submittal of the bid document and there can be a significant delay in the waiver review process by Montgomery County and the City will not approve and time extension based on delays in receiving a waiver approval from the County.

17. **WEATHER RESTRICTIONS**

In addition to any restrictions or limitations mentioned elsewhere in these specifications, no asphalt product shall be placed during any period of rain and shall not be placed for as long as water remains on the street surface.

18. **THERMO PLASTIC STRIPING**

All Thermoplastic Material supplied for this project shall conform to Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, Section 951 – Pavement Marking Materials, dated July 2008 and any and all errata thereto. All material supplied shall be the same size and dimensions as that material removed prior to repaving. The Contractor must confirm all sizes and dimensions prior to removal of the existing markings.

The Contractor must supply a certification from the manufacturer that the material supplied meets the stated SHA Specifications.

The Contractor shall provide all labor, materials, equipment, tools, supplies, supervision and any other appurtenances necessary to install the specified material complete, in place. This shall include walking the project area before the existing markings are removed with the City Inspector or other City representative to mark all placement locations along the adjacent curb line and all labor, materials, equipment, tools, supplies, supervision and any other appurtenances necessary to lay-out the new markings with the City Inspector or other City Representative prior to installation of the new markings. No new markings shall be installed without the City inspector or other City representative reviewing and approving the layout prior to actual placement.

Measurement and Payment shall be by the linear foot for the various widths of all stop bars, pedestrian crosswalks and lane STRIPING (pay items 18 thru 22). All letters and Arrows (pay items 23 thru 25) shall be by **each** letter or arrow removed and re-installed.

19. **HOT MIX ASPHALT PAVEMENT**

The Maryland Dept. of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, Section 504, Hot Mix Asphalt Pavement, sub-section 504.04.01 – Price Adjustment for asphalt Binder is hereby made a part of this contract. The prevailing base price of PG64-22 Asphalt cement for the month of March 2011, as determined by the Maryland State highway Administration is \$501.00 per ton. Adjustments will be made by the City to pay items 4, 5, 6, and 11 for each month that paving under this contract is performed.

20. **TECHNICAL CONTACT**

Technical questions, once construction has commenced, should be addressed to:

Mike Wilhelm, PE, Chief, Construction Management Division
 Rockville City Hall
 111 Maryland Avenue
 Rockville, MD 20850
 Telephone 240-314-8542
 Email: mwilhelm@rockvillemd.gov

TECHNICAL SPECIFICATIONS

EDGE MILLING FOR SURFACE REHABILITATION APPLICATION

1. **GENERAL**

The intent of this specification is to achieve a final paving surface that is flush with the existing concrete gutter pan, existing utilities, does not cause vehicles using the adjacent driveways to scrape the final asphalt or adjacent concrete driveway surface and achieves a final paving surface that does not vary by more than 1/2" from a 10 foot straight edge (provided by the Contractor) measured parallel to the centerline of the roadway.

2. **DESCRIPTION**

This work shall consist of milling or grinding the existing asphalt pavement to a depth of one-half (1/2) inch at the edge of the existing concrete gutter pan to a point not less than six (6) feet into the existing asphalt paving with a depth of zero (0) inches. The six-foot dimension shall be measured perpendicular to the edge of the existing concrete gutter. The purpose of this milling operation is to eliminate grade transition conditions at existing driveways that cause scraping of the asphalt surface by vehicles using the adjacent driveways and to provide a neat, exposed concrete gutter edge to pave up against.

3. **CONSTRUCTION**

The edge of designated streets that will receive a one-half (1/2)-inch application of rehabilitation resurfacing material will be milled for the full length of the concrete gutter pan. The Contractor shall review each area with the City Inspector prior to beginning the milling operation. The City Inspector may direct additional base paving repairs if additional problems are exposed by the milling operation. Areas requiring milling that are not accessible by the milling machine due to existing utilities, or other physical restrictions or limitations shall be regraded by the contractor by some other means necessary and as approved by the City Inspector.

The machine for removing the asphalt pavement shall be a power operated milling machine or grinder capable of removing, in one (1) pass, a layer of asphalt pavement no less than one half (2) the lane width to be removed. The machine shall be capable of accurately establishing profile grade control and have positive means of controlling slope elevation. The resultant surface shall be true to within three-eighths (3/8) of an inch in a ten foot section, provide a smooth transition to the remaining asphalt surface and provide skid resistance. The machine shall be capable of preventing dust from escaping into the atmosphere and shall provide a means of protection from milling material being thrown from the machine. The equipment shall be subject to inspection and approval by the City prior to use.

The milled surface and surrounding areas shall be cleaned by means of a mechanical sweeper truck equipped with a vacuum system at the end of each work day and prior to application of the tack coat.

4. **MEASUREMENT AND PAYMENT**

Edge milling shall be paid for at the unit price bid, per linear foot, for edge milling as noted in the Proposal Form. The payment shall be full compensation for milling (including alternate forms of grade re-establishment), disposal of milled material, and for all material, labor, equipment, tools and incidentals necessary to complete the work. Base repairs, when directed by the City Inspector shall be paid for under the unit price bid for miscellaneous base repairs.

CURB TO CURB MILLING OF EXISTING ASPHALT SURFACES

1. DESCRIPTION

There are two bid items for curb-to-curb milling.

1.a. **Curb to Curb ½” depth mill.** The work shall consist of milling the existing asphalt pavement for a minimum depth of one-half (1/2”), measured vertically, from the edge of the existing concrete gutter pan. **Note: The intent is to remove all existing thin-lift (a.k.a. “smoothseal”) surfaces plus a ½” of the existing, original asphalt surface.** Previously, these thin-lift (or smoothseal) overlays were placed over the existing surface material with no milling so that previous applications of smoothseal are above the edge of the existing concrete gutter pan. Therefore, although the milling is measured as ½” below the edge of the gutter pan, the bidder is removing a total average depth of 2 to 3 inches across the width of the entire street.

1.b **Curb to Curb 2” depth mill.** The work shall consist of milling the existing asphalt pavement for a depth of 2-inches (2”) measured vertically, from the edge of the existing concrete gutter pan. **Note: The intent is to remove all existing thin-lift (a.k.a. “smoothseal”) overlays plus all of the existing, original asphalt surface.** Therefore, although the milling is measured as 2” below the edge of the gutter pan, the bidder is removing a total average depth of 4 to 5 inches across the width of the entire street.

All finished milled surfaces under these two items shall achieve a cross-slope such that the final repaved surface shall be no less than two percent (2%) and no greater than three percent (3%). The entire width of the asphalt roadway surface shall be milled.

2. CONSTRUCTION

Upon completion of the milling operation, the City Inspector and the Contractor will inspect the milled surface and determine the limits, if any, of required base repairs or Pave-Prep installation. (note: Pave-Prep shall be used **only** on street receiving a 2” mill and overlay) The cost for such base or crack repairs, if any, will be paid for by the appropriate unit bid price for asphalt base repairs or Pave Prep installation. Areas requiring milling that are not accessible by the milling machine due to existing utilities, or other physical restrictions or limitations shall be regraded by the contractor by some other means necessary and as approved by the City Inspector.

3. EQUIPMENT

The machine for removing the asphalt pavement shall be a power operated milling machine or grinder capable of removing, in one (1) pass, a layer of asphalt pavement no less than one half (1/2) the lane width to be removed. The machine shall be capable of accurately establishing profile grade control and have positive means of controlling slope elevation. The resultant surface shall be true to within three-eighths (3/8) of an inch in a ten foot section and provide skid resistance. The machine shall be capable of preventing dust from escaping into the atmosphere and shall provide a means of protection from milling material being thrown from the machine. The equipment shall be subject to inspection and approval by the City prior to use.

In addition to any other equipment required to remove debris behind the milling operation, a street sweeper equipped with a vacuum system shall be used to remove the dust, millings and debris prior to returning the area to traffic or applying the tack coat. The Contractor shall provide additional personnel and hand broom all curbs, gutters, sidewalks, driveway aprons and other areas as necessary to remove all dirt, debris, millings and dust from the right-of-way by the end of each and every work day.

After the milling operation is complete, all depressions, potholes and other irregularities shall be filled and any adjacent rings in existing water valves, manhole covers, etc. shall be removed and the existing utility shall be wedged using hot mix asphalt. The removed adjustment rings, if not damaged, and, at the discretion of the City Inspector, may remain the property of the City of Rockville and shall be delivered by the contractor to the City's maintenance facility at 14625 Rothgeb Drive, off of East Gude Drive, or the City's Hunting Hill Water tank yard at 13830 Glen Mill Road, off Wootton Parkway in Rockville. The contractor shall legally dispose of damaged rings. No additional compensation shall be paid for the removal, transportation, delivery or disposal of existing adjustment rings.

4. **MEASUREMENT AND PAYMENT**

Milling shall be paid for at the contract unit price bid per square yard (S.Y.) of existing roadway surface. Please note again that there are two bid items for curb to curb milling. One is for a depth of ½" below the gutter pan and the other is for a 2" depth below the gutter pan. Payment under either of these items shall be full compensation for milling (including alternate forms of grade reestablishment), disposal of milled material, and for all material, labor, equipment, tools and incidentals necessary to complete the work.

The cost of filling depressions, potholes and wedging around existing water valves, manholes, etc., is to be an incidental cost and will not be considered for any additional compensation.

HOT MIX ASPHALT BASE PATCHES

1. **DESCRIPTION**

The work shall consist of repairing existing asphalt base course by removal of the existing asphalt material and replacing with hot mixed asphalt (HMA) paving material. The City Inspector in the field shall determine the location and limits of each patch.

2. **MATERIALS**

Materials shall conform to Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, (herein after referred to as SHA Standard Specs.) Section 505.02; Section 901, Tables 901C, 901D, Section 904, 904A for Base-Fine (BF) HMA (super-pave designation PG64-22 / 19.00mm).

3. **CONSTRUCTION**

The existing asphalt pavement shall be removed to the full depth and the full perimeter of the designated area as marked by the City Inspector. The existing paving shall be cut by means of a perpendicular saw cut or other acceptable method as approved by the City Inspector. The area removed shall be neatly and squarely removed with no ragged edges or damage done to the surrounding asphalt areas.

4. **WEATHER RESTRICTIONS**

Refer to SHA Standard Specs. Section 505.03.01

5. **SUBGRADE PREPARATION**

The City Inspector shall evaluate the existing subgrade to determine if it is suitable as a foundation for the patch. If it is determined to be suitable but unstable, it shall be compacted as specified in SHA Standard Spec. Section 501.03.11 to the satisfaction of the City Inspector. If it is determined to be unsuitable, it shall be removed and replaced with Graded Aggregate Base (GAB) conforming to SHA Standard Spec. Section 501. The replacement aggregate material shall be compacted in layers of 4 inches maximum depth each layer. At the contractor's option, HMA may be substituted for aggregate base (GAB). The Contractor shall haul the existing asphalt material and any existing sub-grade material that is removed, away from the repair site immediately. No additional compensation will be paid for any removal or additional excavation costs. All costs for additional excavation or under-cutting will be incidental to the unit cost bid for providing the GAB or the asphalt base material.

Protection of the subgrade after preparation shall be the responsibility of the Contractor. No payment will be made for removal and replacement of subgrade that was not protected properly.

6. **EMERGENCY FILL MATERIAL**

The Contractor shall have readily available sufficient graded aggregate base (GAB) to completely fill the void of the repair area if needed. The material shall be subject to the approval of the City Inspector

and shall be placed and compacted in the void. The material shall be removed immediately prior to placement of the HMA. The Contractor shall take all necessary precautions to schedule all base patching in such a manner that the removal and placement of new asphalt can be achieved in the same day. Failure to be able to replace the asphalt on the same day will require the use of this “emergency fill material” and no compensation will be due to the contractor for the use of such emergency fill material.

7. **PATCH CONSTRUCTION**

Prior to placing the HMA, the exposed vertical surface of all adjacent pavement shall be thoroughly cleaned and tack coated in conformance with SHA Standard Spec. Section 504.03.04. HMA shall be placed in lifts not exceeding three (3) inches each. The HMA shall be placed and spread by shovel, rake or other method as approved by the City Inspector. The finished surface of the HMA patch material shall match the existing grade of the surrounding roadway surface. HMA shall not be placed on frozen sub-grade.

CRACK and JOINT PREPARATION PROCEDURES (For 2” HMA overlays only)

1. **MATERIAL**

Material shall be “PavePrep-SA” as manufactured by CONTECH CONSTRUCTION PRODUCTS COMPANY, or approved equal.

2. **STORAGE**

The self-adhesive stress relief material shall be stored inside and not exposed to moisture or rain prior to installation. Any PavePrep SA that becomes wet prior to installation shall be removed from the job site and discarded. Inside storage temperatures shall not exceed 120° F (49° C).

3. **SURFACE PREPARATION**

The surface upon which the stress relief material will be placed must be free of dirt, contaminants, water and vegetation. Surface cracks/joints between ¼-inch wide and 2-inches wide must be cleaned or filled with an approved crack filler or hot-mix asphalt compacted to the existing elevation. Cracks/joints and other distressed areas greater than 2-inches wide shall be cleaned and filled with hot-mix asphalt compacted to the existing elevation. Cracks and /or joints with vertical deformations greater than ½-inch shall be wedged with compacted hot-mix asphalt to level the distressed area. If hot-mix asphalt is used to fill cracks or pre-level vertical deformations, any loose asphalt particles shall be swept or blown clean in areas where PavePrep SA will be applied. Milled surfaces must be swept clean.

4. **SURFACE CONDITIONS**

The stress relief material shall be applied when the existing surface temperature is a minimum of 70° F (21° C) and rising. The existing road surface must be swept **clean** prior to installation. The existing surface must be **dry**. If marginal existing surface temperatures and surface conditions are present, a prime coat (such as SS-1 or SS-1h) may be required to ensure optimum adhesion.

Caution: The use of solvents (i.e. kerosene, gasoline, diesel fuel and such) or other

agents such as those used to clean paving equipment and tools are strictly prohibited. In the event that such solvents or agents come into contact with the stress relief material, the contaminated stress relief material shall be immediately removed from the roadway and the job site and discarded.

5. **PLACING PAVEPREP SA STRESS RELIEF MATERIAL**

The PavePrep SA stress relief material shall be cut, when necessary, with a razor knife from the woven polyester side (top). The release liner may not be removed until immediately before placing the strip on the existing surface.

The material must be placed so that it extends at least 9-inches beyond the edges of the crack, joint or distressed area. The PavePrep SA material shall be laid smooth, with no uplifted edges. All edges of the material must be securely bonded to the pavement surface. After placement, the material shall be rolled with a riding static drum or rubber tire pneumatic roller to ensure complete adhesion to the existing surface.

When transverse and longitudinal joints meet, PavePrep SA must be butted or overlapped. The overlap shall be made on the direction of paving operations. Laps resulting in three layers of PavePrep SA stress relief material will not be allowed.

Removal and replacement of any stress relief interlayer that has become damaged after placement is required. Cut and replace damaged sections of PavePrep SA three (3) feet (1 meter) in either direction of the damaged area. Remove the release liner and follow the preceding installation recommendations.

Paving operations can begin only when PavePrep SA is thoroughly bonded to the existing surface.

6. **ASPHALT OVERLAY**

A paving tack must be used over PavePrep SA prior to paving and shall be a slow-set emulsified asphalt (such as SS-1 or SS-1h) at a rate of 0.11 gal/per sq. yd. Cutback asphalt is prohibited.

Hot mix asphalt or washed sand may be broadcast ahead of the paver if PavePrep SA is sticking to the tires of trucks or paving equipment.

Asphalt hot-mix compaction procedures must be in accordance with acceptable asphalt paving standards and practices.

When using a vibratory roller for compaction, care must be taken to avoid the use of excessive amplitude. Use of excessive amplitude during the compaction process may cause a shadow of the PavePrep SA stress relief material strip on the surface of the overlay resulting in an unacceptable ride quality.

The contractor shall test roll the overlay to establish the rolling pattern that produces the required density and an acceptable ride quality.

HOT MIX ASPHALT SURFACE COURSE

1. DESCRIPTION

The work shall consist of providing all labor, material, equipment and supervision necessary to provide and construct a 2" average depth of hot mix asphalt (HMA) surface paving material. The exact limits of paving shall be as directed by the City Inspector in the field.

2. MATERIALS

All materials shall conform to the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, (hereafter referred to as SHA Standard Specs.).

Tack Coat - Section 904.04

Aggregate - Section 901, Table 901C and 901D for HMA Surface-Course (SC type A)

Hot Mix Asphalt (HMA) – (Superpave designation PG64-22 / 12.5mm) Section 904.04

Crack Filler - Section 911.01

Production Plant - Section 915

3. CONSTRUCTION OPERATIONS

A. Prior to Construction.

At least three (3) days prior to beginning the work, the Contractor shall submit to the City Contract Manager for approval a proposed paving plan, including production plant, location of plant, equipment, and material sources.

Prior to beginning paving operations, the Contractor and City Inspector shall jointly inspect the existing milled surface for damage to the existing base course. Areas shall be marked by the City Inspector and repairs made as specified in the section on HMA Patches of this specification.

The Contractor shall protect the existing milled surface against damage from all causes. Any part of the existing base pavement that becomes damaged during the paving operation shall be repaired or replaced to the satisfaction of the City Inspector at the expense of the Contractor.

B. Equipment.

1. Hauling Units- The HMA shall be hauled to the work site in units previously cleaned of all foreign material and each unit shall be covered with suitable material of sufficient size to protect it from the weather. Each unit shall have convenient access from ground level for placement of a thermometer to determine mix temperature. The inside surface of all hauling units shall be treated with an approved release agent that will not alter or contaminate the characteristics of the mixture. PETROLEUM DERIVATIVES SHALL NOT BE USED.

2. Tack trucks- Due regard shall be given to the safety and convenience of the public while applying and maintaining the tack coat. Provisions shall be made to minimize hauling trucks from tracking tack coat onto adjacent paving.

3. Pavers- Paver machine shall be a self contained, power propelled unit capable spreading the mixture true to line, grade and cross-slope. It shall be equipped with a screed or strike-off assembly

which will produce a finished surface of the required smoothness and texture without tearing, shoving or gouging the mixture. The paver shall have automatic controls for transverse slope and grade from an outside ski and sensing the transverse slope of the screed to maintain the required grade and transverse slope within plus or minus 0.1 percent of the required slope. When there is a break down of the automated controls, manual operation shall be allowed to complete that days operations only. Manual operation will be allowed as directed or approved by the City Inspector.

4. Rollers- Rollers shall be self propelled, reversible, steel wheeled or pneumatic tired. Vibratory rollers shall not be used unless approved by the City Inspector and a test section rolled with acceptable results. Pneumatic tired rollers shall have multiple tires of equal size and inflation pressure within 5 psi and shall have smooth tread. Wheels shall be arranged to oscillate in pairs or they may be individually sprung. The Contractor shall provide a means of checking the pressure on the tires at all times.

C. Weather. Asphalt shall be placed when the ambient air and surface temperature is 40 degrees F (4 C) and rising. The existing milled base course must be clean, dry and approved by the City Inspector before paving operations can begin. HMA shall not be placed on frozen base. If weather conditions differ from these limits or when there is a sudden change in conditions, the Contractor can place only that material already en route from the plant and that already delivered to the site AT HIS OWN RISK. If the operation is stopped by the City Inspector, all material en route shall be wasted by the contractor at his expense.

D. Base Preparation. Prior to surface paving any additional defects in the base course such as pot holes, cracks shall be corrected to the satisfaction of the City Inspector and any utility manholes, valve boxes or inlets shall be physically adjusted to grade as directed by the City Inspector. Contractor shall remove all stop bars and crosswalks immediately prior to beginning paving operations on each street. Under no circumstances shall the crosswalks and/or stop bars be removed more than 24 hours in advance of placement of the paving surface.

E. Tack Coat. Prior to application of the tack coat, the surface shall be cleaned of all loose and foreign materials. The tack coat shall be uniformly applied by full circulation spray bars that are laterally and vertically adjustable and provide triple fanning and overlapping action so that the resulting coating shall be smooth and evenly distributed.

F. HMA Placement. HMA shall be placed by the paver to an average depth of 2" and in such a manner that a minimum cross-slope of 2% be obtained upon completion of the paving operation. Delivery of the mixture by the hauling units and placement shall be continuous. The temperature of the mixture shall not be less than 225 degrees F at time of placement. Broadcasting of loose mixture over the new surface shall not be permitted.

G. Compaction. Immediately following placement of the HMA, the mixture shall be compacted by rolling to an in-place density of 92.0 to 97.0 percent of the maximum density. In-place compaction shall be completed before the mixture cools below 185 degrees F, as determined by a probe type surface thermometer, supplied by the Contractor and approved by the City Inspector.

Rolling shall consist of six separate operations in the following sequence:

- (1) Transverse joint.
- (2) Longitudinal joint.
- (3) Edges.

- (4) Initial breakdown rolling.
- (5) Second or intermediate rolling.
- (6) Finish rolling

Steel wheel rollers shall be used for the first rolling of all joints and edges, the initial breakdown rolling and the finish rolling.

Rollers shall start at the sides and proceed longitudinally toward the center of the pavement. Successive trips of the roller shall overlap by at least one half the width of the roller and alternate trips shall not end at the same point. Roller marks shall not be visible after rolling operations. After rolling operations are complete, NO traffic of any kind shall be allowed on the pavement until the surface has cooled to less than 140 F or as directed by the City Inspector.

H. Joints. Both longitudinal and traverse joints shall be constructed to achieve a continuous bond between the old and new surfaces. Joints shall be coated with tack coat as directed by the City Inspector. The existing surface paving at each end of each roadway shall be cut or sawed to a clean, neat, vertical face and shall be tack coated as directed by the City Inspector. All vertical curb and utility faces, that will abut the surface course, shall be tack coated as directed by the City Inspector.

I. Testing. Compaction shall be determined by the Nuclear Density Gauge Method ONLY. No cores will be allowed without the expressed, written approval or direction of the City Inspector. Compaction testing shall be provided by the Contractor and shall be conducted in the presence of the City Inspector. Written results shall be provided to the City Inspector at the beginning of each day for the previous days operation. No paving operations shall take place without the presence of the Contractors testing personnel and the City Inspector. The Contractor shall make random tests as he deems necessary to assure the quality of the rolling operation. All testing methods shall be in accordance with SHA MSMT 417 and MSMT 418

Testing for payment. Four one minute special calibration nuclear tests shall be performed per each 200 tons or portions thereof of asphalt placed no later than the end of the current days work. Each 200 tons shall be considered one (1) lot. Each test location shall be randomly determined by the City Inspector. Each test shall consist of two special calibration readings taken at the same location after rotating the gauge 180 degrees. The nuclear test in-place density data shall be expressed as a percentage of the maximum specific gravity determined for each lot of material. The in-place density of each lot of material shall be 92.0 to 97.0 percent of that maximum value. Each group of four tests shall be averaged for a final compaction result for that lot of asphalt and that average value shall be used to determine compliance with the specified compaction requirement.

K. Pavement Surface Checks. After final compaction, the surface shall be true to the line and grade as determined by the edge of the existing concrete curb and gutter and shall be sufficiently smooth so that when tested with a 10 foot straightedge placed upon the surface parallel with the center line, the surface does not vary more than 1/4 inch within the 10 straightedge length from a true surface. The transverse slope of the finished surface shall be uniform so that when tested with a 10 foot straightedge placed perpendicular to the center line, the surface shall not vary more than 1/4 inch from a true surface. Transverse joints shall be checked with a 10 foot straightedge immediately after the initial rolling. If the surface varies by more than 1/8 inch from true, The Contractor shall make immediate corrections acceptable to the City Inspector so that the finished joint shall not vary by more than 1/8 inch from a true surface.

The Contractor shall have available at all times during the work day, a 10 foot straightedge approved by the City Inspector.

4. MEASUREMENT AND PAYMENT

Hot mix asphalt surface course shall be measured and paid for at the Contract unit price per ton. Payment shall be full compensation for all labor, equipment, tools and incidentals necessary to furnish, haul and place all materials and to complete the work. Removal of any incidental existing asphalt surface material to facilitate installation of the new surface material shall be considered incidental to the Contract unit price bid per ton for providing the hot mix asphalt surface paving material and shall not be measured.

PLACING SURFACE REHABILITATION (SR) BITUMINOUS CONCRETE

1. DESCRIPTION

Surface Rehabilitation (SR) material shall be PG64-22 / 4.75mm Bituminous Concrete and shall be in compliance with the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, dated July 2008 and all addenda thereto. Material shall be hot mixed, hot laid with a mechanical spreader and compacted on the properly prepared existing surface.

It is the intent of this contract to place an absolute minimum thickness of ½" (one-half inch) of material over any high spots, and to average 65 pounds of material per square yard for all streets listed in the bid document. All primary residential, Commercial or Industrial streets listed shall receive a minimum ¾" (three-quarter inch) finished matt yielding approximately 85 pounds of material per square yard.

2. PAVING PLANT REQUIREMENTS

Paving plants shall comply with the Maryland State Highway Administration; Current Specifications entitled General Requirements for Bituminous Concrete Plants, Article 33.06 and all addenda thereto. Plants must also be Montgomery County Certified Asphalt Plants as Montgomery County will be reviewing, testing and approving all asphalt mix designs used on this contract.

3. MATERIAL SAMPLING

The Contractor shall deliver to the Montgomery County Materials Laboratory, a box sample of material each morning. The material shall be taken from one of the first three trucks to deliver material that day. The City Inspector will verify with the County Lab that a sample has been delivered prior to the fourth truck being allowed to deliver material. Failure of the contractor to deliver a box sample or failure of the sample to meet the approved mix design shall be cause for the City to stop work, have all materials removed from that days work and all costs involved shall be the responsibility of the contractor.

4. **TRANSPORTATION & DELIVERY OF MIXTURE**

The bituminous mixture shall be transported from the paving plant to the work site in tight vehicles previously cleaned of all foreign materials, and shall be covered by a tarpaulin or other suitable covering to prevent the entrance of moisture or the loss of volatile material or heat during the transportation.

5. **STREET SURFACE CLEANING**

Cleaning of the streets shall be the responsibility of the contractor. The contractor shall use a vacuum sweeper truck. **The use of water or compressed air is strictly prohibited.** No additional compensation shall be paid to the contractor for this process. All streets must be cleaned on a daily basis immediately prior to installation of the tack coat.

6. **UTILITY TOP HEIGHT ADAPTERS**

The City of Rockville will provide a list of the anticipated adjustment rings required and the Bidder shall purchase and deliver the rings to the work site or to the City's maintenance yard or other designated area as directed by the City Inspector. The cost of the adjustment rings is considered a reimbursable expense to the Contractor. The Contractor shall submit all invoices for the adjustment rings delivered and the City will reimburse the cost of all rings purchased by the Contractor for this project. In addition to the reimbursement of the cost of the rings, the Contractor shall be paid at the unit price bid for the installation of each adjustment ring of the various sizes required. All un-used rings will become the property of the City of Rockville. Also, the City may provide additional adjustment rings from its current inventory should the list provided be in error or a size not listed, be required. The Contractor shall transport any such adjustment rings provided by the City at its own expense. No additional mark-up of cost is allowed.

The Contractor shall also be responsible for marking the location of all utilities on the curb prior to paving for re-location purposes following the paving operation. The Contractor shall also be responsible for delivery to, and off loading the removed adapters to the City's storage yard or other appropriate storage or disposal area.

There will be no special compensation paid to the Contractor for marking or handling, removing, and installing the adjustment rings beyond the unit price bid for each adjustment ring size.

The City Inspector shall direct the Contractor to "physically adjust" existing manholes and water valves when it is determined that an adjustment ring is not appropriate. Payment shall be at the unit price bid for physical adjustment of the water or sewer top.

In addition to the adjustment rings noted above for existing water and sewer utilities, the Contractor shall contact Washington Gas to obtain grade adjustment rings for any existing Washington Gas utilities located within the repaving area. The cost of obtaining these rings from Washington Gas shall also be considered a reimbursable expense to the Contractor.

7. **REMOVAL OF EXISTING STOP BARS AND CROSSWALKS**

Immediately before placement of the tack coat, the contractor shall remove any existing stop bars and/or crosswalk markings as directed by the City Inspector. Existing markings (thermal plastic) shall be removed by use of a small utility grinder / miller or other acceptable method as approved by the City Inspector. The cost of removal shall be by the linear foot, measured in the field.

7a. **REMOVAL OF EXISTING CENTERLINES**

Removal of existing roadway center-lines shall be accomplished by grinding or milling and shall be at the unit price bid per linear foot of center-line. Whether a single center-line or a double centerline exists, payment will be made for a single centerline measurement as both lines can and should be removed with a single pass of the grinder / miller.

8. **APPLICATION OF TACK COAT**

Tack shall be applied by a truck mounted spray bar. The existing surface shall be sprayed with a thin, uniform coating of CRS-1 at the rate of 0.05 to 0.10 gal. /sq. yd., quick setting asphalt. The tack coating shall be placed immediately in advance of the placement of the bituminous mixture and should never be applied more than 500 feet in front of the paving operation. Any damage caused to passing vehicles driving through the tack coat shall be the responsibility of the contractor and any cleaning or detailing of damaged vehicles or other privately owned property shall be the contractor's responsibility.

9. **SPREADING & FINISHING**

Unless otherwise permitted by the City Inspector, the mixture shall be spread by means of a mechanical, self-powered paver or strike-off assembly, either a combination machine or in multiple units, capable of spreading the mixture true to the line, grade and crown set by the Engineer.

The paver shall be equipped with hoppers and distributing screws of the reversing type to place the mixture evenly in front of adjustable screens.

The term "screed" includes a strike-off device operated by cutting, crowding, or other practical action which is effective on the mixtures at workable temperature without tearing, shoving, or gouging, and which produces a finished surface of the evenness and texture specified. The screed shall be adjustable as to level and shall have an indicating level attached.

Immediately after the course is screed, and before roller compaction is started, the surface shall be checked and inequalities adjusted, all fat, sandy accumulation from the screed removed by rake, and all fat spots in any course removed and replaced with satisfactory materials.

10. **COMPACTION**

Immediately after spreading and while still hot, the mixture shall be thoroughly and uniformly compacted by rolling. Rollers shall be steel drum; non-vibratory type and the bidder must provide the weight of the rollers intended for use on this contract. Edge rollers shall be provided as necessary to obtain the required density. A vibratory plate compactor is preferable to the hand tamper described below.

All rollers shall be kept in good condition capable of reversing without backlash, and shall weigh not less than 150 pounds to the inch width of spread.

Rolling shall begin longitudinally at the sides and progress gradually toward the center of the pavement, overlapping on successive trips by a least one-half the width of the rear wheel, except than on super-elevated curves rolling may progress from the lower to the upper edge, parallel with the center line of the road and uniformly lapping each preceding track until the entire surface has been rolled by the rear wheels.

Rolling shall include transverse, longitudinal, diagonal and when practical, crescent and full circle rolling, as may be necessary and shall continue until all roller marks are eliminated and no further compaction is possible.

To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened, but an excess of water will not be permitted. **The use of City Fire hydrants for water for rollers is strictly prohibited.** Bidders must supply their own water.

Around utilities and all other places not accessible to the rollers, the mixture shall be thoroughly compacted preferably with a vibratory skid tamper or with hot hand tampers. Each hand tamper shall weigh not less than 25 pounds and shall have a tamping face area of more than 50 square inches.

The densities of the complete pavements shall be not less than ninety-five (95%) percent of laboratory density as determined by the testing provided by the Montgomery County Materials Testing Laboratory.

The Contractor shall provide a testing technician daily to verify compaction with the City Inspector. The Contractor shall perform whatever testing and sampling necessary to assure that proper rolling and compaction results are being achieved. No compensation shall be paid to the contractor for any testing, or sampling. All costs are at the Contractor's expense.

11. **JOINTS**

Longitudinal and transverse joints shall be made in a careful manner. The adjoining contiguous lane shall be placed while the initial lane is still hot to ensure a well-bonded joint. Longitudinal joints shall be rolled directly behind the paving machine. Well-bonded and sealed joints are required. If necessary to obtain this result, joints shall be painted with hot asphalt cement. Where interim joints are allowed to cool before laying the contiguous asphaltic cement course the joint shall be heated as directed to ensure a well-bonded and smooth finish surface.

In making the joints any adjoining edge, such as curb, gutter, or an adjoining pavement, and after the hot material is placed by the finishing machine, enough of the hot mixture shall be carried back to fill any space left open. This point shall be properly "set up" with the back of the rake at proper height and level to receive the maximum compression under rolling.

12. TIE-INS AT CONNECTING STREETS

Tie-ins shall be made at all entrances and connecting streets by use of a milling/grinding machine to cut a straight, even notch to “toe-in” the new asphalt to the existing street or as otherwise directed by the City Inspector.

13. SURFACE TOLERANCES

After final compaction, the surface of the pavement shall be true to the established curb grade and shall be sufficiently smooth so that when tested with a straightedge placed upon the surface parallel with the centerline, the surface shall not vary more than 1/8 in. (3 mm) from a true surface. The transverse slope of the finished surface shall be uniform to such a degree that when tested with a straight edge placed perpendicular to the centerline, the surface shall not vary greater than 3/16 in. (5 mm) from a true surface. The City recognizes that a secondary crown is created when using the edge milling method described in this contract document and adjustments to the cross slope specifications will be taken into consideration when checking the cross-slope only. Transverse joints shall be checked with a straight edge immediately after the initial rolling. Should the surface vary more than 1/8 in. (3 mm) from true, the Contractor shall make immediate corrections suitable to the City Inspector so that the finished joint surface shall not vary more than 1/8 in. (3 mm) from a true surface. The final surface at every utility shall not vary from the 10 foot straight edge laid parallel to the curb line by more than 1/2” lower than the straight edge and no finished utilities shall be above the finished asphalt surface.

The contractor shall have available at all times an approved 10 ft (3 m) straight edge in good condition.

14. PROTECTION OF SURFACE COURSE

The surface shall be protected from traffic until permission is given by the City Inspector for the roadway to be opened to traffic.

15. CHANGE OF QUANTITIES

Quantities are based on estimated and historical unit prices and available funding. The Bidder is responsible to visit each street and verify the tonnages noted in the bid document. If the Contractor notes any discrepancies between the tonnages listed and their own calculations, the Bidder must notify the City in writing prior to execution of the work. Since actual bid prices may differ from estimates, the City will revise quantities accordingly. No compensation beyond the contract unit price will be paid due to any such revisions to the estimated unit quantities.

16. TEMPERATURE - WEATHER LIMITATION

No material shall be placed when the ambient air temperature and/or surface temperature is below 50 degrees F. and is not visible dry, except by written permission of the Contract Manager.

17. BASIS OF PAYMENT

Payment for the foregoing work will be on a per ton of asphalt basis, paid at the unit price bid and based on the actual finished quantities as determined from weight tickets signed and accepted by the City Inspector. The City reserves the right to adjust payment quantities based on the thickness of the mat should the contractor be determined to be exceeding the specified mat thickness and for material rejected, returned, and/or spilled or dumped by accident. Weight tickets not signed by the City Inspector will not be included in the final payment determination.

Street List for Summer 2011

(*) denotes a 9:00 a.m. to 4:00 p.m. time restriction

Note: This list is preliminary and subject to change without notice.

Road Name	Center Milage	Lane Miles	From	To	Classification
Alley #X (Mapleton Alley			1st st. service drive	Mapleton	Alley
* Middle Lane, East *	0.260	1.080	355	washington st	Business Dist.
* Maryland Avenue *	0.060	0.240	Court House Sq	middle lane	Business Dist.
* Maryland Avenue *			Jefferson	South Washington	Business Dist.
* Monroe Place *	0.095	0.380	county office comp.	Rockville Pike	Business Dist.
* Monroe Street *	0.210	0.840	Jefferson	Middle lane	Business Dist.
Horners Lane, North	0.120	0.240	Dover Road	city limits north of Ashley	industrial Primary
* Dundee Road *	0.560	1.120			Primary Res.
* Kersey Lane, West *	0.260	0.520			Primary Res.
* Fallsmead Way *	0.800	1.600			Primary Res.
* Greenplace Terrace *	0.460	0.920			Primary Res.
Henslowe Drive	0.390	0.780			Primary Res.
First Street Service Drive #2	0.300	0.600	Baltimore	past grandin (alley #9)	Primary Res.
* Horners Lane, North *	0.630	1.260	Park Rd/ S Horners	Dover Road	Primary Res.
Laird Street	0.080	0.160			Secondary Res.
Adams Street, South	0.320	0.640	West Montgomery	Maryland Ave	Secondary Res.
Forbes Street	0.200	0.400			Secondary Res.
Laura lane	0.100	0.200			Secondary Res.
Blueberry Ridge Court	0.120	0.240			Secondary Res.
Farragut Avenue	0.200	0.400	McAulliffe Drive	Linthicum	Secondary Res.
Ardennes Avenue	0.800	1.600	Viers Mill	Halpine	Secondary Res.
Old Creek Court	0.180	0.360			Secondary Res.
Allview Drive	0.160	0.320			Secondary Res.
Glastonberry Road	0.400	0.800			Secondary Res.
Hearthstone Court	0.120	0.240			Secondary Res.
Mapleton Road	0.170	0.340			Secondary Res.
Gruenther Avenue	0.320	0.640	Broadwood	Linthicum	Secondary Res.
Edith Drive	0.060	0.120			Secondary Res.
Guy Court	0.140	0.280			Secondary Res.
Hardwicke Place	0.140	0.280			Secondary Res.
Lindley Terrace	0.220	0.440			Secondary Res.
Leyton Court	0.070	0.140			Secondary Res.
Bouldercrest Court	0.150	0.300			Secondary Res.
Longhill Drive	0.280	0.560			Secondary Res.
Richview Court	0.100	0.200			Secondary Res.
McArthur Drive	0.260	0.520	north horners	end	Secondary Res.
Burris Road	0.140	0.280			Secondary Res.
Henry Road	0.200	0.400	Broadwood	Highwood	Secondary Res.
Great Pines Court	0.110	0.220			Secondary Res.
Pebble Ridge Court	0.150	0.300			Secondary Res.
Arlive Court	0.120	0.260			Secondary Res.
Eaglebrook Court	0.060	0.120			Secondary Res.

Locks Pond Court	0.060	0.120			Secondary Res.
Big Tree Court	0.030	0.060			Secondary Res.
Golden Crest Court	0.030	0.060			Secondary Res.
Barnside Place	0.180	0.360	watkins overlook	grand champion	Secondary Res.
Big Oak Court	0.060	0.120			Secondary Res.
Emily Drive	0.070	0.140			Secondary Res.
Lindley Overlook	0.020	0.040			Secondary Res.
Rock Falls Court	0.180	0.360			Secondary Res.
Oakenshield Drive	0.410	0.820			Secondary Res.
Bettstrail Way	0.310	0.620			Secondary Res.
Olmstead Court	0.040	0.080			Secondary Res.
Halifax Court	0.100	0.200			Secondary Res.
Churchview Place	0.120	0.240			Secondary Res.
James Spring Court	0.080	0.160			Secondary Res.
English Ivy Court	0.040	0.080			Secondary Res.
McCormick Road	0.250	0.500			Secondary Res.
McCormick Court	0.040	0.080			Secondary Res.
McCormick Road	0.020	0.040			Secondary Res.
Cliffe Hill Way	0.190	0.380			Secondary Res.
Cliffe Hill Court	0.030	0.060			Secondary Res.
Infield Court North	0.130	0.260			Secondary Res.
Lawngate Court	0.070	0.140			Secondary Res.
Infield Court South	0.120	0.240			Secondary Res.
Henslowe Court	0.030	0.060			Secondary Res.
Fairwood Court	0.110	0.220			Secondary Res.
Pasture Brook Court	0.100	0.200			Secondary Res.
Currier Drive	0.330	0.660			Secondary Res.
Pasture Brook Way	0.150	0.300			Secondary Res.
Samplers Way	0.090	0.180			Secondary Res.
Dundee Court	0.030	0.060			Secondary Res.
Feather Rock Drive	0.230	0.460			Secondary Res.
Kettle Pond Court	0.060	0.120			Secondary Res.
Lyon Place	0.030	0.060			Secondary Res.
Dav Road	0.030	0.060			Secondary Res.
Burdette Road	0.100	0.200			Secondary Res.
Devon Court	0.100	0.200			Secondary Res.
Halesworth Drive	0.450	0.900			Secondary Res.
Camden Court	0.070	0.140			Secondary Res.
Gerard Court	0.100	0.200			Secondary Res.
Hastings Circle	0.070	0.140			Secondary Res.
Henley Court	0.050	0.100			Secondary Res.
Monterra Court	0.140	0.280			Secondary Res.
Aintree Drive	0.210	0.420			Secondary Res.
Grovepoint Court	0.090	0.180			Secondary Res.
Feather Rock Place	0.100	0.200			Secondary Res.
Bentley Court	0.050	0.100			Secondary Res.
Duncan Branch Court	0.040	0.080			Secondary Res.
Rose Petal Way	0.148	0.296	Great Falls Rd	Autumn Wind Way	Secondary Res.
Barclay Court	0.070	0.140			Secondary Res.
Renwick Court	0.040	0.080			Secondary Res.

Fallswood Court	0.060	0.120			Secondary Res.
Prospect Hill Place	0.038	0.076	Maryland Ave		Secondary Res.
Fallswood Drive	0.150	0.300			Secondary Res.
Gruenther Court	0.040	0.080			Secondary Res.
Bellspring Place	0.050	0.100	trotter farm dr	creek valley	Secondary Res.
Lochness Court	0.080	0.160			Secondary Res.
Defoe Street	0.060	0.120			Secondary Res.
Autumn Wind Way	0.640	1.280			Secondary Res.
Brookcrest Court	0.070	0.140			Secondary Res.
Defoe Court	0.070	0.140			Secondary Res.
Currier Court	0.050	0.100			Secondary Res.

* denotes streets with 9 a.m. to 4 p.m. time restrictions

Note: This list is preliminary and subject to change without notice.



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

INVITATION FOR BID NO. 36-11

**ASPHALT PAVEMENT REHABILITATION
(THIN LIFT OVERLAY)**

**THESE FORMS MUST BE COMPLETED, SIGNED AND
SUBMITTED IN DUPLICATE**

In response to the advertisement by the City of Rockville inviting bids for the work and in conformance with the bid document on file in the Purchasing Division of the City of Rockville, we hereby certify that we are the only person, or persons interested in this bid proposal as principals, and that an examination has been made of the work site, the specifications, the plans and the bid documents. We propose to furnish all necessary machinery, materials, equipment, tools, labor and other means of construction required to complete the project. Bidders must bid all items.

NAME OF BIDDER _____

RETURN THESE FORMS IN DUPLICATE



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

BID PROPOSAL FORM

**INVITATION FOR BID NO. 36-11
ASPHALT REHABILITATION**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED IN DUPLICATE. IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY TO COMPLETE THE ASPHALT REHABILITATION.

INITIAL CONTRACT TERM: THRU JUNE 30, 2012.

ITEM NO.	DESCRIPTION	UNIT	APPROX ANNUAL QTY. PER AWARDEE	UNIT PRICE	TOTAL
1	Edge Mill existing roadways as specified	L.F.	5,000		
2	Surface Mill up to ½" below gutter edge, full width of the street	S.Y.	5,000		
3	2" (full-depth) surface milling of existing asphalt roadway surfaces	S. Y.	3,500		
4	Furnishing minimum thickness (¾") SHA Surface Rehabilitation Mix in place, as specified.	TON	5,000		

NAME OF BIDDER _____

RETURN THESE FORMS IN DUPLICATE

5.	Furnish and install 2" Asphalt surface course as specified (machine laid in bulk)	TON	500		
6	Furnish and install 2" Asphalt Surface course as specified (by hand for misc. patch work only)	TON	100		
7	Labor cost for the installation of utility adjustment rings on manholes and valve boxes including the removal of any existing adjustment rings	EA	150		
8	Physically adjust manholes to finished grade	EA	40		
9	Physically adjust water valve boxes to finished grade	EA	70		
10	Provide temporary painted lane STRIPING as needed and/or directed by the City Inspector	L.F.	2,000		
11	Miscellaneous Base Patching of existing asphalt roadways, as directed.	TON	2,000		
12	Furnish and install Graded Aggregate Base (GAB) as directed by the City Inspector, including compaction.	TON	250		
13	Provide and Install "Pave-Prep" for crack repairs as specified	S. Y.	1,000		
14	Remove and replace speed humps	EA	5		
15	Provide VMS signs	DAY/EA	25		
16	Remove (grind) stop bars and cross walks (thermo-plastic STRIPING)	L. F.	1,500		
17	Remove (grind) painted traffic lane lines (longitudinal lane markings, 4-inch to 6-inch wide, both single and double stripped as a single unit cost.	L. F.	5,000		
18	Furnish and Install 5-inch wide Thermo White Lines	L. F	6,000		

NAME OF BIDDER_____

RETURN THESE FORMS IN DUPLICATE

19	Furnish and Install 5-inch wide Thermo Yellow Lines	L. F	14,000		
20	Furnish and Install 12-inch wide Thermo White bars	L. F	1,300		
21	Furnish and Install 16-inch wide Thermo White bars	L. F	100		
22	Furnish and Install 24-inch wide Thermo White Bars	L. F.	300		
23	Furnish and Install Single Thermo Arrow	EA	5		
24	Furnish and Install Combo Thermo Arrow	EA	3		
25	Furnish and Install Thermo Letter	EA	4		

GRAND TOTAL (ITEMS 1 THRU 25) \$_____

(in words)

The Maryland Dept. of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, Section 504, Hot Mix Asphalt Pavement, sub-section 504.04.01 – Price Adjustment for asphalt Binder is hereby made a part of this contract. The prevailing base price of PG64-22 Asphalt cement for the month of March 2011, as determined by the Maryland State highway Administration is \$501.00 per ton. Adjustments will be made by the City to pay items 4, 5, 6, and 11 for each month that paving under this contract is performed.

PROJECT SCHEDULE

PAVING OPERATIONS ON THE STREET LIST FOR SUMMER 2011 SHALL BEGIN NO EARLIER THAN JULY 5, 2011 AND NO LATER THAN JULY 18, 2011 AND BE COMPLETED BY SEPTEMBER 9, 2011. (Paving operations are defined as completing bid item #4).

THE BALANCE OF WORK UNDER THIS CONTRACT SHALL BE COMPLETED BY JUNE 30, 2012.

Confirm your firm's ability to meet the project schedule: _____ YES _____ NO

NAME OF BIDDER _____

RETURN THESE FORMS IN DUPLICATE

ASPHALT MATERIAL SUPPLIER

A Montgomery County Certified Asphalt Plant must provide all asphalt supplied for this contract. Submit the name and address of the asphalt material supplier proposed for work under this contract:

ADDENDA

Addenda will be posted on the City's website (www.rockvillemd.gov). Plan holders are responsible for checking the City's website periodically for all addenda.

Acknowledgment is hereby made of the following Addenda (identified by number) received since the issuance of this bid:

Addendum # _____ Date _____ Addendum # _____ Date _____

Addendum # _____ Date _____ Addendum # _____ Date _____

Addendum # _____ Date _____ Addendum # _____ Date _____

None _____

SCHEDULE OF WORK

The Bidder shall also include a preliminary schedule of the work, listing the proposed start date, completion date, the streets in order of their work dates and any streets identified as being done at night or on weekends.

Confirm that your firm has attached a preliminary schedule: _____ YES _____ NO

INSURANCE

Attach a letter from your insurance provider confirming your firm's ability to obtain the certificate(s) of insurance, waiver of subrogation and endorsement documents as specified herein. Failure to provide confirmation may result in rejection of your bid. Confirmation letter attached: _____ YES

W-9

The awarded vendor will be required to complete and submit a W-9 Form. The W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

It is the vendor's responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Purchasing Division.

LIQUIDATED DAMAGES

Liquidated damages shall be assessed at Four Hundred Dollars (\$400) per day for each calendar day the work for each project which exceeds the specified completion date or time allotted.

NAME OF BIDDER _____

RETURN THESE FORMS IN DUPLICATE

SUB-CONTRACTING

Vendors who will subcontract the delivery, installation, or any other portion of the work herein described will submit with their bid the following information:

1. A description of the items to be subcontracted.
2. The subcontractor's name, address, and telephone number. During the life of the contract, the Contractor shall provide the name, nature and extent of all subcontractors.
3. A minimum of three (3) references for each qualified subcontractor, together with a description of the proposed subcontract work.

Subcontractor information attached: _____YES _____NO Subcontractor(s) will be utilized.

THE BIDDER AFFIRMS AND DECLARES:

That the Bidder is of lawful age and that no other person, firm, corporation, or joint venture has any interest in this Bid or in the Contract proposed to be entered into.

That this Bid is made without any understanding, agreement or connection with any other person, firm, corporation, or joint venture making a Bid for the same purposes, and is in all respects fair and without collusion or fraud.

That the Bidder is not in arrears to the City of Rockville, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City of Rockville; and has not been delinquent or unfaithful in any former contract with the City of Rockville.

That no officer or employee OR PERSON WHOSE SALARY IS PAYABLE, IN WHOLE OR IN PART, BY THE City is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Bid, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.

That the Bidder has carefully examined the site of the work, and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in all ways, affect the work or its performance.

The undersigned, as Bidder, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and furnish the required Performance Bond and Payment Bond and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to.

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

NAME OF BIDDER_____

RETURN THESE FORMS IN DUPLICATE

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

Signature

(SEAL)

Date

Print Signature

WITNESS: _____

Signature

Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

NAME OF BIDDER _____

RETURN THESE FORMS IN DUPLICATE

BY:____(SEAL)

Member Signature

Date

Print Signature

TITLE:_____

WITNESS:_____

Signature_____
Print Signature**IF A CORPORATION:**

NAME OF CORPORATION:_____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

STATE OF INCORPORATION:_____

BY:_____

(SEAL)

Signature_____
Date_____
Print Signature

TITLE:_____

WITNESS:_____

Secretary's Signature_____
Print Signature**REMITTANCE ADDRESS** (if different than above)_____
Street and/or P.O. Box_____
City_____
State Zip Code

NAME OF BIDDER_____

RETURN THESE FORMS IN DUPLICATE

CONTACT INFORMATION

NAME: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

EMERGENCY SERVICE (24hr.) PHONE: _____

NAME OF BIDDER _____

RETURN THESE FORMS IN DUPLICATE

A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

- A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:
 - (1) bribery, attempted bribery, or conspiracy to bribe.
 - (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
 - (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
 - (4) a criminal violation of an anti-trust statute.
 - (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
 - (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
 - (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the

attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. **I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.**

Authorized Signature and Title_____

Date

NAME OF BIDDER_____

RETURN THESE FORMS IN DUPLICATE

CONTRACTOR'S INFORMATION REPORT/REFERENCES

In order to be considered for award the Bidder must complete in its entirety and submit with the bid. The bidder must answer all questions. If a question does not pertain to the bidder's organization in any way, indicate that fact with the symbol N/A. If additional space is required, attach continuation sheets and clearly indicate the question being answered. The City reserves the right to verify any information contained within this report and to request additional information or clarification.

The bidder shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the bidder.

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to furnish the services. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder, including past performance with the City of Rockville, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the services herein.

Submitted by _____
 Name of Firm: _____
 Address _____
 Phone No. _____ Fax No. _____
 E-Mail address _____ DUNS #: _____
 Date _____

1. How many years has your organization been in business as a general contractor under your present business name? _____
2. How many years has your present organization been actively engaged in the type of work to be performed under this contract? _____
3. Under what other or former names has your organization operated and dates of operation under those names?
4. If a corporation, answer the following:
 Date of incorporation _____
 State of incorporation _____
 President's name: _____
 Vice-president(s) name: _____
 Secretary's name: _____
 Treasurer's name: _____

If an individual or a partnership, answer the following:

Date of organization: _____

NAME OF BIDDER _____

RETURN THESE FORMS IN DUPLICATE

5. Name and address of all partners (State whether general or limited partnership):
6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.
7. List the construction experience of the principal individuals of your organization; give individual's name; present position or office in the company; years experience; magnitude and type of work and in what capacity did the individual perform.

REFERENCES

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of five (5). Furnish a representative list of five (5) projects involving work as specified, two of which shall be the last jobs completed.

1. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Contract Amount:_____ Name of your project supervisor:_____

Scheduled completion date:_____ Percent complete: _____

Percent of work by own forces:_____

Description:_____

2. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Contract Amount:_____ Name of your project supervisor:_____

Scheduled completion date:_____ Percent complete: _____

Percent of work by own forces:_____

Description:_____

3. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Contract Amount_____ Name of your project supervisor:_____

Scheduled completion date:_____ Percent complete: _____

Percent of work by own forces:_____

Description:_____

NAME OF BIDDER_____

RETURN THESE FORMS IN DUPLICATE

LIST THE LAST TWO CONTRACTS COMPLETED BY YOUR FIRM.

4. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Contract Amount_____ Name of your project supervisor:_____

Scheduled completion date:_____ Actual completion date:_____

Percent of work by own forces:_____

Description:_____

5. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Contract Amount_____ Name of your project supervisor:_____

Scheduled completion date:_____ Actual completion date:_____

Percent of work by own forces:_____

Description:_____

SUB-CONTRACTOR INFORMATION**(submit with the bid a reference sheet for each Subcontractor proposed)**

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. If the Sub-Contractor's experience is not deemed acceptable to the City, the City shall inform the Contractor and the Contractor must identify an acceptable substitute prior to contract award. The Sub-Contractor shall have performed work for a minimum period of **five (5)** years and shall have completed work similar in scope to this the project.

SUBCONTRACTOR NAME: _____**ADDRESS:** _____**TELEPHONE:** _____**CONTACT:** _____**DESCRIPTION OF ITEM(S) TO BE SUBCONTRACTED:** _____

1. Company Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Contract Amount: _____ Name of your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____

Description: _____

2. Company Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Contract Amount: _____ Name of your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____

Description: _____

3. Company Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Contract Amount _____ Name of your project supervisor: _____

Scheduled completion date: _____ Percent complete: _____

Percent of work by own forces: _____

Description: _____

NAME OF BIDDER _____

RETURN THESE FORMS IN DUPLICATE

SAMPLE FORM - DO NOT RETURN**C O N T R A C T
For Machinery, Supplies, and/or Services****STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE
AND SUPPLIER OR CONTRACTOR**

This Agreement, made this _____ day of _____, 20____, by and between

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL"
and

(A) _____

hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum
of _____ dollars (\$_____)

ARTICLE 2. The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required by Maryland Law.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor
Described in the specifications entitled _____

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Masonry Company.

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

IN WITNESS WHEREOF, the said (A) _____ and
the COUNCIL have caused these presents to be signed and sealed.

For
Corporations.

Corporation: _____

*By: _____ (Seal)
(Either president or vice-president. If other person is authorized,
authorization in form of corporate resolution must be attached.)

Witness: _____
(Should be secretary or Asst. secretary.)

*Corporate seal must be impressed through name of person signing for corporation.

For individuals
or partnerships.

Name: _____ (Seal)
(Either owner or partner)

Witness: _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By _____ (Seal)
City Manager

ATTEST:

City Clerk
Approved as to form and legality

City Attorney

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Doe Masonry Company.



SAMPLE FORM – DO NOT RETURN

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
 _____ a (2) _____
 hereinafter called "Principal" and (3) _____
 of _____, State of _____ hereinafter called the "Surety",
 are held and firmly bound unto (4) The Mayor and Council of Rockville, Maryland, hereinafter
 called "Owner", in the penal sum of *(100% of Contract Amount)* _____ Dollars
 (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to
 be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
 severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
 certain contract with the Owner, dated the ____ day of _____, 20_____, a copy of
 which is hereto attached and made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
 undertakings, covenants, terms, conditions, and agreements of said contract during the original term
 thereof, and any extensions thereof which may be granted by the Owner, with or without notice to
 the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall
 fully indemnify and save harmless the Owner from all costs and damages which it may suffer by
 reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which
 the Owner may incur in making good any default, then this obligation shall be void; otherwise to
 remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees
 that no change, extension of time, alteration or addition to the terms of the contract or to the work to
 be performed thereunder or the specifications accompanying the same shall in any way affect its
 obligation on this bond, and it does hereby waive notice of any such change, extension of time,
 alteration or addition to the terms of the contract or to the work or to the specifications.

CONTRACT PERFORMANCE BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IT WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the day of _____, 20__.

ATTEST:

Principal_____
Corporate Secretary or Asst. Secretary

By _____ (Seal)

President or Vice President_____
(Print or Type Name and Title)_____
(Print or Type Name and Title)_____
(Address)

ATTEST:

Surety_____
Witness as to Surety

By _____ (Seal)

Attorney-in-Fact_____
(Print or Type Name and Title)_____
(Print or Type Name)_____
(Address)_____
(Address)

NOTE: Date of Bond must not be prior to date of Contract.

- (2) Correct name of Contractor
- (3) A Corporation, a Partnership or an Individual
- (4) Name of Surety
- (5) Name of Owner
- (6) If Contract is Partnership, all partners should execute bond



SAMPLE FORM – DO NOT RETURN
CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
 _____ a (2) _____
 hereinafter called "Principal" and (3) _____
 of _____, State of _____ hereinafter
 called the "Surety", are held and firmly bound unto (4) The Mayor and Council, of Rockville,
Maryland, hereinafter called "Owner", in the penal sum of *(100% of Contract Amount)* _____
 Dollars (\$_____) in lawful money of the United States, for the payment of which sum well
 and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
 and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
 certain contract with the Owner, dated the _____ day of _____ 20____, a copy of which
 is hereto attached and made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
 subcontractors, and corporations furnishing materials for or performing labor in the prosecution
 of the work provided for in such contract, and any authorized extension or modification thereof,
 including all amounts due for materials, lubricants, oil, gasoline, coal, repairs on machinery,
 equipment and tools, consumed or used in connection with the construction of such work, and all
 insurance premiums on said work, and for all labor, performed in such work whether by
 subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force
 and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees
 that no change, extension of time, alteration or addition to the terms of the contract or to the work
 to be performed thereunder or the specifications accompanying the same shall in any way affect
 its obligation on this bond, and it does hereby waive notice of any such change, extension of time,
 alteration or addition to the terms of the contract or to the work or to the specifications

CONTRACT PAYMENT BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____ day of _____ 20__.

ATTEST:

Principal_____
Corporate Secretary or Asst. Secretary

By _____ (Seal)

President or Vice President_____
(Print or Type Name and Title)_____
(Print or Type Name and Title)_____
(Address)

ATTEST:

Surety_____
Witness as to Surety

By _____ (Seal)

Attorney-in-Fact_____
(Print or Type Name and Title)_____
(Print or Type Name)_____
(Address)_____
(Address)

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual
- (3) Name of Surety
- (4) Name of Owner
- (5) If Contract is Partnership, all partners should execute bond

APPENDIX A

Notice to Contractors

The Montgomery County Council recently enacted a comprehensive revision to the County **Noise Control Ordinance** (Chapter 31B, Montgomery County Code), including **changes** to the provisions concerning **noise** from **construction activities**.

GENERAL ORDINANCE STANDARDS (Non-construction related)

Maximum allowable sound levels, measured at the nearest **receiving property** line, are **65 dBA**

(A-weighted decibels) during **daytime hours** and **55 dBA** during **nighttime hours**, for residential receiving properties (**67 dBA daytime** and **62 dBA nighttime** for non-residential receiving property). **Mixed Use Zones** are considered **residential**.

- **"Daytime"** means from **7 a.m. to 9 p.m. weekdays** and **9 a.m. to 9 p.m. weekends and holidays**.
- **"Nighttime"** means from **9 p.m. to 7 a.m. weekdays** and **9 p.m. to 9 a.m. weekends and holidays**.
- **"Receiving Property"** means any property **where people live or work** and **where noise is heard**.

CONSTRUCTION EXEMPTION AND STANDARDS

"Construction" means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways.

Construction Noise levels must be measured on a **receiving property**, but no closer than 50' from the noise source.

From **7 a.m. to 5 p.m. Weekdays**, **Construction Noise Levels** must not exceed:

- **75 dBA** without a **"Noise Suppression Plan"**.
- **85 dBA** with a **"Noise Suppression Plan"**.
- **"Noise Suppression Plan"** means a written plan to use the most effective noise suppression equipment, materials, and methods appropriate and reasonably available for a particular type of construction.

At all **times other than 7 a.m. to 5 p.m. weekdays**, the general standards specified above must be met.

For example: Assuming a residential or mixed-use receiving property, construction noise levels from **5 p.m. to 9 p.m. weekdays** and from **9 a.m. to 9 p.m. weekends and holidays** must not exceed **65 dBA**. From 9 p.m. to 7 a.m. weekdays and 9 a.m. on weekends and holidays, the standard is **55 dBA** (this is unchanged from the previous ordinance).

Construction activities are also subject to the **"Noise Disturbance"** provisions of the Ordinance. Examples of Noise Disturbances are delivering materials or equipment, or loading or unloading in a residential area, or operating construction equipment with audible back-up warning devices during Nighttime Hours.

Summary - Construction Noise

Measured at nearest receiving property, but no closer than 50' from the noise source.

Weekdays (Monday - Friday), **7 a.m. to 5 p.m.**

Without Suppression Plan: **75 dBA**

With Suppression Plan: **85 dBA**

5 p.m. to 9 p.m. : **65 dBA**

9 p.m. to 7 a.m. : **55 dbA**

Saturday, Sunday, Holidays

9 a.m. to 9 p.m.: **65 dBA**

9 p.m. to 9 a.m.: **55 dBA**

In the majority of circumstances in the County, the Receiving Property will be considered residential. In cases where the nearest receiving properties are non-residential, the standards will be 67 dBA/Daytime and 62 dBA/Nighttime, except from 7 a.m. to 5 p.m. weekdays, when the higher construction exemption prevails.

While a **Noise Disturbance**, as defined by the Ordinance, could conceivably occur at any time, it is most likely to happen during the **Nighttime Hours**. The most common complaint involves back-up beepers, and can be avoided by employing lawful alternatives to audible devices.

The Department of Environmental Protection is currently developing Regulations for Noise Suppression Plans, as required by the revised Ordinance. In general, such plans will involve equipment selection and maintenance, scheduling and reasonable care in planning and conducting operations. Often, noise suppression measures can be fabricated on-site using materials at hand.

As a point of reference, two persons, speaking in normal tones of voice at a distance of three feet, will generate about 63 dBA between them. Therefore, normal, fully intelligible conversation would be possible at the receiving property line of a site generating 65 dBA or less. By comparison, for normal, intelligible speech at a distance of about ten feet between speakers, the background sound would have to be 55 dBA or less.

Most equipment manufacturers, and especially those who produce or market in Europe or Asia, will have detailed noise performance specifications for their products. Many also provide silencing packages, both design and retrofit.

Copies of the revised Ordinance will be mailed upon request. If there are any questions or comments, please do not hesitate to contact the [Office of Environmental Policy and Compliance](#) at 240-777-7770.

Issued: March 19, 1997

By: Tom Ogle, Noise Program Director

Solicitation # _____
Metropolitan Washington Council of Governments
Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

____ Alexandria, Virginia
____ Alexandria Public Schools
____ Alexandria Sanitation Authority
____ Arlington County, Virginia
____ Arlington County Public Schools
____ Bladensburg, Maryland
____ Bowie, Maryland
____ Charles County Public Schools
____ College Park, Maryland
____ Culpeper County, Virginia
____ District of Columbia
____ District of Columbia Courts
____ District of Columbia Public Schools
____ District of Columbia Water & Sewer Auth.
____ Fairfax, Virginia
____ Fairfax County, Virginia
____ Fairfax County Water Authority
____ Falls Church, Virginia
____ Fauquier County Schools & Government, Virginia
____ Frederick, Maryland
____ Frederick County, Maryland
____ Gaithersburg, Maryland
____ Greenbelt, Maryland
____ Herndon, Virginia
____ Leesburg, Virginia
____ Loudoun County, Virginia
____ Loudoun County Public Schools
____ Loudoun County Sanitation Authority
____ Manassas, Virginia

YES NO JURISDICTION

____ City of Manassas Public Schools
____ Manassas Park, Virginia
____ Maryland-National Capital Park & Planning Comm.
____ Metropolitan Washington Airports Authority
____ Metropolitan Washington Council of Governments
____ Montgomery College
____ Montgomery County, Maryland
____ Montgomery County Public Schools
____ OmniRide
____ Prince George's County, Maryland
____ Prince George's Public Schools
____ Prince William County, Virginia
____ Prince William County Public Schools
____ Prince William County Service Authority
____ Rockville, Maryland
____ Spotsylvania County Schools
____ Stafford County, Virginia
____ Takoma Park, Maryland
____ Upper Occoquan Sewage Authority
____ Vienna, Virginia
____ Virginia Railway Express
____ Washington Metropolitan Area Transit Authority
____ Washington Suburban Sanitary Commission
____ Winchester, Virginia
____ Winchester Public Schools

Vendor Name
Revised 3/24/11